

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

| Issue Statement  | Issue No. | Sec. Nos. | Socket Language   | Socket Preliminary Position   | CenturyTel Language  | CenturyTel Preliminary Position  |
|--|-----------|-----------|---|---|--|--|
| Which language best identifies the scope of the resale provisions? | 1         | 1.0       | <p><b>1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE</b></p> <p><b>1.1 This Article describes several services that CenturyTel shall make available to Socket for resale pursuant to this Agreement. All services or offerings of CenturyTel, which are to be offered for resale pursuant to the Act, are subject to the terms herein. CenturyTel shall make Telecommunications Services that CenturyTel provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations or restrictions.</b></p> <p><b>1.1.1 The Parties acknowledge that CenturyTel has a duty pursuant to Section 251 (b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of CenturyTel's telecommunications services.</b></p> <p><b>1.2 At the request of Socket, and pursuant to the requirements of the Act, CenturyTel will make available to Socket on non-discriminatory terms and conditions, any</b></p> | Socket's proposed language includes more detail and better describes the parties' obligations under the ICA. CenturyTel proposes to exclude many of the details Socket proposes in this Article and refers to its Service Guide to govern its provision of resale services. The Service Guide is not subject to negotiation or Commission oversight. CenturyTel's proposal keeps many terms and conditions for its provisioning of resale service completely under its control. | <p><b><u>1.0 GENERAL</u></b></p> <p><u>The purpose of this Article VI is to define the Exchange Services and other telecommunications services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from CenturyTel and resold by Socket and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the CenturyTel Service Guide (stated below in section 3.1 and also covering billing, maintenance and service ordering). CenturyTel will make available to Socket for resale any Telecommunications Service that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.3, below.</u></p> | <p>Here and elsewhere, 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.</p> <p>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.</p> |

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|                 |           |           | <p><b>Telecommunications Service required by the Act and implementing regulations to be offered for resale that CenturyTel currently provides or may offer hereafter. CenturyTel shall also provide support functions and service functions, as set forth in this Article and Article OSS. The Telecommunications Services provided by CenturyTel for resale, and the service functions and support functions provided by CenturyTel to Socket pursuant to this Article are collectively referred to as "Resale Service."</b></p> <p><b>1.3      Socket may resell, to other Telecommunications carriers, services purchased under this Article</b></p> |                             |                     | <p>Moreover, Socket has proposed new contract provisions governing Resale late in the negotiation cycle, and CenturyTel has not had adequate time to address, respond to or resolve through negotiations many of the issues and/or concerns expressed by Socket in its proposed terms. Indeed, Socket inexplicably has proposed entirely new contract language and a new contract structure for terms governing Resale services without arguing that, or explaining how, CenturyTel’s existing Resale terms are deficient.</p> <p>Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket, but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.</p> <p>Socket claims that incorporating CenturyTel’s Service Guide “keeps many terms and conditions for its provisioning of resale service completely under its control.” That</p> |

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|                 |           |           |                 |                             |                     | claim is highly exaggerated and inaccurate. Contrary to Socket’s rhetoric, the proposed language has nothing to do with unilaterally dictating procedures. Rather, the ICA may not—and should not—exhaustively and comprehensively address each specific detail on a given issue. Attempting to do so must invariably fail—the ICA cannot address possibility—and undermines the parties’ ability to address unique circumstances that may arise. The parties should recognize that external procedural guides may specifically set forth the procedures at issue. Indeed, in Section 24 of Article III both parties acknowledge that certain practices will be included in the CenturyTel Service Guide. This Guide contains a description of non-discriminatory procedures for ordering, provisioning, maintenance and billing for many functions. In this Section, CenturyTel has already acknowledged that if at any time these practices conflict with this Agreement, the Agreement applies. Since the ICA trumps in the event of any conflict, Socket’s concerns are fundamentally misplaced. In addition, CenturyTel has proposed prior notification provisions wherein Socket has the right to discuss, and to request that changes be delayed or otherwise modified where there is an adverse business impact on Socket, with |

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|                 |           |           |                 |                             |                     | <p>escalation through the dispute resolution process. Therefore, the Commission should adopt CenturyTel’s proposed contract language on this issue.</p> <p>CenturyTel’s Service Guide also provides a means of ensuring operational parity between CenturyTel and all CLECs. A common set of procedures for ordering, provisioning, maintenance and billing for many functions can be communicated via a website to all CLECs, and beneficial updates to those procedures can be efficiently communicated to all CLECs without having to amend each CLEC’s ICA. Socket’s proposal attempts to undermine CenturyTel’s parity obligation by purporting to impose new procedures on CenturyTel specific to only Socket.</p> <p>The Commission should reject Socket’s proposed contract language for Sec. 1.0 and its subparts as unnecessary in the parties’ successor ICA. Socket proposes a great deal of language, here and elsewhere, that simply duplicates current law. Since CenturyTel and Socket are both bound by law regardless of whether it is set forth in the ICA, and CenturyTel understands and will fulfill its obligations under law, Socket’s language is unnecessary.</p> |

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|   |           |               |   |   |   | 1.3 The Commission should reject Socket's proposed Sec. 1.3 as it does not appear to subject the resale of services to other telecommunications carriers to the conditions and limitations applicable to other resold services generally. To the extent Socket agrees that such conditions and limitations do apply, the specific reference to service resold to other telecommunications carriers is unnecessary. |
| Should the Agreement contain language addressing requirements for changing local service providers? | 2         | 2.1, 2.3, 2.4 | <p><b>2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end user selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration.</b></p> <p><b>2.3 The Parties shall comply with all applicable Commission rules regarding switching end user customers from one telecommunications provider to another, including those rules</b></p> | Socket proposes language to address requirements for changing local service providers, including in its language the principles set forth in FCC rules. Socket also includes language that ensures that the parties shall release end-user customer facilities when an end user changes or withdraws authorization. | <p>2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process end user selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration.</p> <p>2.3 The Parties shall comply with all applicable Commission rules regarding switching end user customers from one telecommunications provider to another, including those rules governing initiating a challenge to a</p> | 2.1, 2.3 and 2.4: While unnecessary, CenturyTel concurs with incorporating these provisions into the ICA and agrees to Socket's language. Therefore, this issue is no longer in dispute.   |

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|   |           |           | <p><b>governing initiating a challenge to a change in an end user customer's local service provider.</b></p> <p><b>2.4 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user customer's authorized agent.</b></p>  |  | <p>change in an end user customer's local service provider.</p> <p>2.4 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user customer's authorized agent.</p> |  |
| Should Socket be required to represent and warrant that it is a certificated CLEC each time Socket places an order? | 3         | 2.2       | <p><b>2.2</b> Socket must represent and warrant to CenturyTel that it is a certified provider of local exchange service in the State. Socket will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. <b>Both Parties agree that Socket has already obtained proper authorization as required by applicable federal and state laws and regulations.</b></p> | <p>Socket's proposal to address the issue of carrier certification is much more efficient than CenturyTel's. The Socket language acknowledges that Socket has already obtained proper authorization to provide service to customers as required by federal and state laws and regulation. CenturyTel proposes to require that Socket represent and warrant each time it places an order that it is a certified provider of local exchange services in the state. CenturyTel's proposal is inefficient and unnecessary.</p> | <p>2.2 Socket must represent and warrant to CenturyTel that it is a certified provider of local exchange service in the State. Socket will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.</p>   | <p>With the exception of the final sentence, CenturyTel concurs with incorporating Sec. 2.2 into the ICA and agrees to Socket's language. Therefore, except for the final sentence, this language is no longer in dispute.</p> <p>The Commission should reject the final sentence of Socket's proposed language in Sec. 2.2 because it purports to exclude Socket from the requirement of certifying, from time to time and as future events may require, that it has not only obtained but maintained proper authorization to provide local exchange service. CenturyTel rightfully requires all resellers to make this representation and warranty, and the Commission should not allow Socket to have special treatment over other resellers.</p> |

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| Should CenturyTel be required to provide line loss notification to Socket? | 4         | 2.5, 2.6  | <p><b>2.5 CenturyTel shall provide line loss notification to Socket.</b></p> <p><b>2.6 Socket will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from Socket for all Services ordered.</b></p>   | Because Socket's customers may change carriers without notice to Socket, it proposes language to require CenturyTel to provide line loss notifications to Socket. This will allow Socket to monitor its bills and respond to customer complaints if they arise as a result of a possible slamming situation or post-termination billing inquiry.  | <p>2.5 CenturyTel shall provide line loss notification to Socket.</p> <p>2.6 Socket will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from Socket for all Services ordered</p>  | 2.5 and 2.6: CenturyTel concurs with incorporating Sec. 2.5 and 2.6 into the ICA and agrees to Socket's language. Therefore, this issue is no longer in dispute.  |
| Should each party be responsible for billing its own end users?            | 5         | 2.7       | <p><b>2.7 CenturyTel shall not be responsible for the manner in which Socket bills its customers. All applicable rates and charges for services provided to Socket under this Article will be billed directly to Socket and shall be the responsibility of Socket regardless of Socket's ability to collect. Socket shall not be responsible for payment of charges for any retail services furnished and billed by CenturyTel directly to end user customers.</b></p> | Socket proposes language that will require it to be responsible for Socket's bills to its own customers and assigns responsibility for Socket's resale customers' charges to Socket, regardless of its ability to collect. In addition Socket would not be responsible for any retail services furnished and billed by CenturyTel to end user customers. Under Socket's proposal, each party would be responsible for billing and collecting from its own end users and will bear no responsibility for the charges of the other party to its end user customers. | <p>2.7 CenturyTel shall not be responsible for the manner in which Socket bills its customers. All applicable rates and charges for services provided to Socket under this Article will be billed directly to Socket and shall be the responsibility of Socket regardless of Socket's ability to collect. Socket shall not be responsible for payment of charges for any retail services furnished and billed by CenturyTel directly to end user customers.</p> <p>2.7.1 Socket shall be responsible for payment to CenturyTel for any retail service requested by Socket and billed directly to Socket.</p> | 2.7 Socket did not provide this language to CenturyTel in time to permit it to resolve this issue through negotiations in advance of filing this DPL. That notwithstanding, CenturyTel concurs with incorporating Sec. 2.7 into the ICA and agrees to Socket's language. Therefore, this issue is no longer in dispute. |

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| What language best implements the resale discount mandated by Section 251 of the Federal Act? | 6         | 3.1.1, 3.4 | <p>3.1.1 A discount as shown in Appendix <b>A of this Article</b> shall apply to all retail services except those services <b>specifically excluded from resale or from receiving the resale discount set forth in this Article.</b></p> | <p>Socket’s language provides that the resale services discount applies to all retails services except those excluded in Appendix A. Because there may be hundreds of retail services eligible for resale discounts, it is easier and more accurate to identify the specific services that are not eligible for a discount and identify them in the interconnection agreement.</p> <p>The CenturyTel proposal is inefficient and is likely to require more amendments to be negotiated and approved by the Commission.</p> | <p>3.1.1 A discount as shown in Appendix <u>C</u> shall apply to all retail Telecommunication Service as defined in this agreement except those services <u>listed herein.</u></p> <p>3.4 Socket may resell special access services; <u>however, no discount applies.</u></p> | <p>Subject to clarification and agreement on the specific retail services that are excluded from receiving the resale discount, CenturyTel would agree in principle to listing in the ICA only such excluded resale services.</p> <p>By way of clarification, the ICA should specifically list Special Access as “Exchange access” and not as a “Telecommunication Service” subject to the resale discount. EXchange access services, as defined by the Act, are not considered to be telecommunications services that an ILEC must make available for resale at wholesale rates to requesting telecommunications carriers. CenturyTel Special Access is not part of its local exchange service offered to retail customers, but CenturyTel has offered Special Access to Socket without any resale discount. Thus, the Commission should adopt Sec. 3.4 as proposed by CenturyTel.</p> <p>Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language</p> |

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|   |           |                        |  |   |   | similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL.  |
| What nonrecurring charges apply when an end user converts an existing service from CenturyTel to Socket without making any changes or additions to the service? | 7         | 3.5, 3.6, 3.7          | <p><b>3.5 When an end user converts existing service to CLEC resold service of the same type without any additions or changes, the only charge shall be the Service Order Charge for Electronic Ordering. No other charges shall apply.</b></p> <p><b>3.6 If a CLEC end user customer adds features or services when the end user customer changes their resold local service from CenturyTel or other CLEC, CenturyTel will charge CLEC the normal service order charges and/or non-recurring charges associated with said additions and/or changes less the applicable wholesale discount in addition to the conversion charges.</b></p> | <p>Socket proposes specific language that provides that, when a customer converts existing service from CenturyTel to Socket without making any changes or additions to the customer's service, the only charge shall be the Service Order Charge for Electronic Ordering. The Commission approved language providing only for a conversion charge in the M2A Successor Arbitration.</p> <p>If the customer adds features or services when they change to Socket, Socket proposes that the normal service order charges apply, less the applicable wholesale discount. In the M2A Successor Arbitration, the Commission approved language providing for discounts on non-recurring charges associated with features and services.</p> | <p>3.5 When a CenturyTel end user changes service providers to Socket resold service of the same type without any additions or changes, the only charge shall be the Service Order Charge.</p> <p>3.6 If a Socket end user customer adds features or services when the end user customer changes its resold local service from CenturyTel or another CLEC to Socket, CenturyTel will charge CLEC the normal service order charges and/or non-recurring charges associated with said additions.</p> <p>3.7 <u>Nonrecurring Charges.</u></p> <p><u>No resale or other discount applies to nonrecurring charges.</u></p> | <p>Socket did not provide this language to CenturyTel in time to permit it to resolve this issue through negotiations in advance of filing this DPL. Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel agrees in principle to Sec. 3.5 and 3.6 and so anticipates being able to negotiate compromise language similar to that proposed by Socket; however, such agreement would be subject to the additional clarification set forth in CenturyTel's Sec. 3.7, clarifying that no resale discount applies to nonrecurring charges.</p> |
| How should the resale discount apply to promotional, winback and retention offerings?   | 8         | 4.3, 4.3.1, 4.3.2, 4.5 | <p><b>4.3 CenturyTel shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions.</b></p> <p>Socket shall not resell promotional offerings of ninety (90) days or less in</p>  | <p>Socket has agreed that it may not resell promotional offerings of 90 days or less in duration. It proposes, however, that CenturyTel not be allowed to consecutively offer a series of ninety-day promotions. This sort of action by CenturyTel would violate the spirit and</p>   | <p>4.3. Socket shall not resell promotional offerings of ninety (90) days or less in duration. These promotional offerings are not available to Socket for resale. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special</p>   | <p>4.3: The Commission should reject the first sentence of Socket's proposed Sec. 4.3 as unnecessary. Any 90-day promotion offered by CenturyTel would be filed with Commission. To the extent Socket believes that CenturyTel is violating any FCC or</p>  |

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|                 |           |           | <p>duration. These promotional offerings are not available to Socket for resale. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.</p> <p><b>4.3.1 In the event that CenturyTel subsequently extends a promotional offering beyond 90 days, the resale discount shall apply to the promotional rate on a going-forward basis and shall also be subject to a retroactive true-up. Socket shall determine the amount it paid for the resold services priced at the ordinary rate less the discount and subtract to the amount it would have paid had the resale discount been applied to the promotional rate. That amount shall be subject to a retroactive true-up.</b></p> <p><b>4.3.2 A promotional offering of ninety (90) days or less in duration is one in which the reduced rate or other promotional consideration is only available to the customer for ninety days or less. A promotion in which the reduced rate or other promotional consideration extends beyond ninety days shall be considered a standard offering and shall be available at the resale discount. For example, a promotional offering in which customers have</b></p> | <p>intent of the restrictions on resale of promotional rates. CenturyTel’s rejection of the proposed language may raise questions about its intentions when Socket begins to compete in its territory.</p> | <p>promotional rate.</p> | <p>Commission rule pertaining to 90-day promotional offerings, Socket may file a complaint at that time and seek resolution of the issue pursuant to the ICA’s dispute resolution procedure. Further, the Commission should reject Sec. 4.3.1 , 4.3.2 and 4.5 as unnecessary. These provisions primarily reiterate the FCC’s rules pertaining to the resale of 90-day promotional offerings and, as such, are reiterations of current law that apply to the parties regardless of whether they are contained in the ICA. Their inclusion is not necessary.</p> |

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|  |           |           | <p><b>ninety (90) days to sign up for a reduced rate, which applies for one year shall not be considered a promotional offering and shall be available at the resale discount.</b></p> <p><b>4.5 In the event that CenturyTel offers a service, reduced rate, or other offer that requires the retail customers to have been a former customer of CenturyTel that wishes to return to CenturyTel (i.e., winback offer) or is a current customer of CenturyTel that has received a competitive offer from another carrier (i.e., retention offer), Socket shall be able to resell that service, reduced rate, or other offer at the retail rate less the applicable discount without similar restrictions.</b></p> |   |   |  |
| Should the ICA allow Socket subscribers served via resale access to other retail telecommunications providers? | 9         | 4.7       | <p><b>4.7 Socket shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that Socket may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.</b></p>  | <p>Socket’s proposed language agrees to prohibit its use of resold services to provide access to other carriers or telecommunications providers. Socket does propose to retain the ability to permit its subscribers to use resold service to access other carriers or providers. The Commission approved identical language in the recent M2A successor arbitration.</p> | <p><u>4.7 Services available for resale may not be used by Socket to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to, interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.</u></p> | <p>Because CenturyTel’s proposed contract language is consistent with prevailing federal law relating to limitations on the resale of local exchange and exchange access services, and because Socket’s proposal unduly permits arbitrage opportunities, the Commission should adopt CenturyTel’s language on this issue.</p> <p>Notwithstanding the initiation of this arbitration proceeding, CenturyTel</p> |

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|   |           |           |  |  |                     | fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. |
| Should CenturyTel be prohibited from billing Socket for taxes when Socket remits those taxes directly to the appropriate government entity? | 10        | 4.8       | <b>4.8 A Federal end user Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate CenturyTel federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay CenturyTel for services for resale will apply to each local exchange line furnished to Socket under this Article for resale. Consistent with the Article III – General Terms and Conditions, CenturyTel will not charge Socket any federal, state or local taxes that Socket remits directly to the appropriate government agency. In this context, “Commission Approval” shall not include orders approving negotiated agreements pursuant to Section 252 of the Act other than this Agreement.</b> | Socket proposes to restrict CenturyTel’s ability to charge Socket any taxes that Socket remits directly to the appropriate government entity. Socket should not be required to pay such taxes or fees directly to the government entity and to CenturyTel. |                     | The Commission should reject Socket’s proposed Sec. 4.8 as redundant and unnecessary. The Parties already have agreed in Article III, Sections 43.0, 43.1 and 43.2, how they will treat such taxes and charges.   |

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| Should Socket subscribers be eligible for any applicable volume and term discounts?                               | 11        | 4.9, 4.10 | <p><b>4.9 Unless permitted by tariff, Socket shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers onto a single service.</b></p> <p><b>4.10 To the extent CenturyTel makes available to its end users, any volume or term discounts, CenturyTel shall make such volume and term discounts available to Socket for resale with the resale discount applied at the same retail rates, terms and conditions.</b></p>                               | Socket's proposed language provides that it will be eligible for volume and term discounts, while accepting limitations that prevent it from aggregating traffic from multiple end users onto a single service.  | <p><b>4.9 Unless permitted by tariff, Socket shall not permit the sharing of a service by multiple end user customer(s) at multiple end user customer locations. Volume of usage discounts shall not be permitted by aggregating traffic from end user customers at multiple locations.</b></p> <p>4.10 <u>Socket may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. Socket shall not aggregate end user lines and/or traffic in order to qualify for volume discount.</u></p> | Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. In any event, CenturyTel proposes that Socket's proposed provisions be modified for clarification as set forth in CenturyTel's proposed Sections 4.9 and 4.10. |
| What process should apply when CenturyTel believes that Socket is in violation of the provisions of this Article? | 12        | 4.11      | <b>4.11 If Socket is in violation of any provision of this Article Resale, CenturyTel will notify Socket of the violation in writing. Such notice shall refer to the specific provision being violated. Socket will have thirty (30) calendar days to correct the violation and notify CenturyTel in writing that the violation has been corrected. Should Socket dispute the stated violation, Socket must notify CenturyTel in writing of the specific details and reasons for its dispute within thirty (30) calendar days of</b> | The proposal sets forth a way for the Parties' to process problems that may arise in the implementation of the ICA resale provisions. If CenturyTel believes Socket is violating the resale provisions, there should be a process in the ICA by which CenturyTel so notifies Socket, and an opportunity for use of the ICA's dispute resolution procedures. Without such a provision, disputes may be handled in a less efficient or more arbitrary manner. Since Socket could potentially be terminated from use of resale services |  | The Commission should reject Socket's proposed Sec. 4.11 as redundant and unnecessary. Sections 2.2 (Termination Upon Default) and 18 (Dispute Resolution) of Article III already contain the provisions and procedures applicable a party's default of the ICA.   |

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|   |           |           | <b>receipt of the notice from CenturyTel and initiate a dispute pursuant to the Dispute Resolution provision of the Agreement to which this Article is attached. Resolution of any dispute by Socket of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Article Resale is attached.</b>  | by such disputes, Socket believes it is imperative that standard processes to resolve disputes be included in the ICA.  |                     |  |
| Should Socket’s customers receive dialing and service parity with CenturyTel’s own end users? | 13        | 5.0       | <b>5.0 DIALING AND SERVICE PARITY, NUMBER RETENTION</b><br><br><b>5.1 Unless technically infeasible, for resold service CenturyTel shall ensure that all Socket end users experience the same dialing parity as comparable CenturyTel end users, such that, for all call types: (i) Socket end user is not required to dial any greater number of digits than a comparable CenturyTel end user; (ii) the Socket end user may retain its local telephone number provided the customer remains within the same wire center; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an Socket end user is at least equal in quality to that experienced by a comparable CenturyTel end user.</b> | Socket proposes that CenturyTel provide Dialing and Service Parity and Number Retention for its customers to which Socket provides service using resold services. The language in Section 5.1 is similar to language approved by the Commission in the M2A successor arbitration. |                     | <p>The Commission should reject Socket’s proposed Sec. 5.0 as redundant and unnecessary. Sections 50 and 52 of Article III already contain the provisions applicable to dialing and service parity, as well as CenturyTel’s standard requirements.</p> <p>Again, 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. 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. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the</p> |

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|   |           |           | <b>5.2 For resold services, CenturyTel shall ensure that all Socket end users experience the same service levels as comparable CenturyTel end users.</b>   |   |                     | 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.  |
| Should CenturyTel notify Socket in advance of changes in terms and conditions of resold services that will impact Socket's resold services? | 14        | 6.0       | <b>6.0 CHANGES IN RETAIL SERVICE</b><br><br><b>6.1 CenturyTel will notify Socket at least forty-five (45) days in advance of any changes in the terms and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any services or promotions or the discontinuance of current services, in accordance with state commission guidelines.</b><br><br><b>6.2 The rights, obligations, and duties set forth in this Article are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.</b> | <p>Socket proposes that CenturyTel notify it at least 45 days in advance of any changes in the terms and conditions under which it offers telecommunications services. Similar language was approved by the Commission in the M2A Successor Arbitration.</p> <p>Socket also proposes to include language referencing Section 222 of the Act, regulations thereunder, and relevant FCC and MPSC decisions and state law as</p> |                     | <p>The Commission should reject Socket's proposed Sec. 6.0 and 6.1 as redundant, duplicative and unnecessary. Sections 54.0 – 54.4 of Article III already contain the provisions applicable to notifying Socket of changes in retail services.</p> <p>Similarly, the Commission should reject Socket's proposed Sec. 6.2 as redundant, duplicative and unnecessary. Sections 13 of Article III already contains a provision stating that the Parties agree to be bound by applicable law.</p> <p>Again, 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. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC</p> |

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|  |           |           |  |   |  | serving relatively smaller communities in Missouri. 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.  |
| Should Socket be permitted to resell lifeline and linkup services? | 15        | 8.1       | <b>8.1 Socket may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent Socket resells services that require certification on the part of the end user customer, Socket shall ensure that the end user customer has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the CenturyTel tariffs.</b> | Socket proposes to include language in the ICA that identifies those special needs services offered by CenturyTel that will be available for resale. Socket assumes responsibility to require certification of eligibility for the services from the end user customers. Socket should be allowed to offer this tariffed retail service to its customers and obtain the service at the wholesale discount available to other retail services. | <u>8.1 Socket shall not resell lifeline services and services for the disabled unless required by State or Federal law or order.</u> | 8.1: The Commission should reject Socket’s proposed Sec. 8.1, which purports to require application of the avoided cost discount to resold lifeline and other “special needs services.” Contrary to Socket’s proposed language, such tariffed services should not be eligible for resale with the avoided cost discount. Such services already are heavily discounted, in some cases below cost, and therefore there are no costs to be avoided. CenturyTel will offer these services to Socket for resale, but at their tariffed rates.<br><br>8.1.1 and 8.1.1.1: CenturyTel concurs with incorporating Sec. 8.1.1 and 8.1.1.1 into the ICA and agrees to Socket’s language. Therefore, Sections |

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|   |           |           | <b>8.1.1 Telephone Assistance Programs</b><br><br><b>8.1.1.1 Socket is exclusively responsible for all aspects of any similar Socket offered program, including ensuring that any similar Socket offered program(s) complies with all applicable federal and state requirements, obtaining all necessary end user certifications and re-certifications, submitting written designation that any of Socket's end user or applicants are eligible to participate in such programs, submitting Socket's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.</b> |   | 8.1.1 Telephone Assistance Programs<br><br>8.1.1.1 Socket is exclusively responsible for all aspects of any similar Socket offered program, including ensuring that any similar Socket offered program(s) complies with all applicable federal and state requirements, obtaining all necessary end user certifications and re-certifications, submitting written designation that any of Socket's end user or applicants are eligible to participate in such programs, submitting Socket's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority. | 8.1.1 and 8.1.1.1 are no longer in dispute.   |
| Should Socket's retail customers receive intercept and transfer services at parity with that provided to CenturyTel's end user customers? | 16        | 8.2       | <b>8.2 Intercept and Transfer Services. CenturyTel shall provide intercept and transfer services to Socket for Socket end user customers on the same basis as such services are available to comparable CenturyTel end user customers.</b>   | Socket proposes to require CenturyTel to provide intercept and transfer services to Socket end user customers. CenturyTel should not be allowed to provide service to its own customers in a different manner than it provides service to Socket's customers. |  | The Commission should reject Socket's proposed Sec. 8.2 as redundant, duplicative and unnecessary. "Intercept and Transfer Services" are retail services subject to resale by Socket (e.g., "Telecommunications Services"). <i>See</i> Issue Nos. 1 and 6. CenturyTel does not list all of its retail services that are subject to resale in the ICA. Indeed, Socket's proposal to list this separate |

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|   |           |                 |  |  |                     | service for resale in the ICA contradicts its own position in Issue No. 6 in which it advocates listing in the ICA only those retail services which cannot be resold and/or to which the avoided cost discount does not apply. There is no reason to deviate from that course here with this specific service.                  |
| Should Socket’s retail customers receive 911 service at parity with the 911 services CenturyTel provides to its own end user customers? | 17        | 8.3, 8.3.1, 8.4 | <p><b>8.3 E911/911 Services. CenturyTel shall provide to Socket, for Socket end user customers, E911/911 call routing to the appropriate Public Safety Answering Point (“PSAP”) at parity with that provided to CenturyTel’s end user customers. CenturyTel shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the Socket customer service information in the ALI/DMS used to support 911 services. CenturyTel shall provide Socket end user customer information to the PSAP. Socket shall update its end user’s 911 information through the LSR process.</b></p> <p><b>8.3.1 The Parties’ liability with respect to 911/E911 services shall be governed by the provisions of the General Terms and Conditions of this Agreement.</b></p> | Socket recognizes the importance of 911 service to all customers, whether they are served by CenturyTel or Socket. The proposed language requires CenturyTel to provide to Socket’s customers E911 and 911 call routing to PSAPs at parity with the provision of those services to CenturyTel’s own customers. |                     | The Commission should reject Socket’s proposed Sec. 8.3, 8.3.1 and 8.4 as redundant, duplicative and unnecessary. CenturyTel’s provision of 911 services for Socket’s resale customers is the same as for its own customers. CenturyTel satisfies its nondiscrimination, parity-based obligations with respect to 911 services. |

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|   |           |           | <b>8.4 Socket shall be responsible for collecting and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges subject to applicable State Commission Rules.</b>  |  |   |  |
| Should the resale discount apply to customer specific arrangements? | 18        | 8.5       | <b>8.5 Customer Specific Pricing Agreements. Socket may purchase CenturyTel customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyTel. The resale discount does apply to such offerings. Where Socket and CenturyTel are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by CenturyTel without unreasonable delay. CenturyTel shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding Socket's request or other competitively sensitive information.</b> | Socket proposes language to allow it to provide customer-specific offerings to its customers and would apply the resale discount to such offerings. In addition, Socket proposes language that requires CenturyTel to prevent its retail sales and marketing personnel from obtaining information about Socket's request to resell customer-specific offerings. CenturyTel rejected these proposals. | 8.5 <u>Socket may resell ICB/Contract services without a discount and only to end user customers that already have such services.</u> | 8.5: The Commission should reject Socket's proposed Sec. 8.5, which purports to require application of the avoided cost discount to resold ICB/Contract services. Contrary to Socket's proposed language, such services should not be eligible for resale with the avoided cost discount. Such services already are heavily discounted, in some cases below cost, and therefore there are no costs to be avoided. CenturyTel will offer these services to Socket for resale to customers that already have such service, but will not apply the avoided cost discount. |
| Should the parties have the option of entering into a               | 19        | 8.6       | <b>8.6 Inside Wire Maintenance Service. Where offered by CenturyTel and upon mutual</b>  | Socket proposes to include language that states that the parties may enter into a separate agreement for the   |   | The Commission should reject Socket's proposed Sec. 8.6 because Socket demands that to which it is not   |

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| separate agreement that would permit Socket to purchase CenturyTel's inside wire maintenance service? |           |           | <b>agreement of the parties, the parties may enter into a separate agreement for the purchase of CenturyTel inside wire maintenance service for use with Socket customers.</b>  | purchase of CenturyTel's inside wire maintenance service.   |                     | entitled. Under the Act, "Inside Wire Maintenance Services" is not a "Telecommunications Service" and, as such is not available on a resale basis.   |
| Should Socket be permitted to resell customer initiated suspension and restoral services?             | 20        | 8.7       | <p><b>8.7 Suspension of Service</b></p> <p><b>8.7.1 Socket may offer to resell end user customer Initiated Suspension and Restoral Service to its end user customers if and to the extent offered by CenturyTel to its retail end users.</b></p> <p><b>8.7.2 Socket may also provide CenturyTel Initiated Suspension service for its own purposes, where available. CenturyTel shall make these services available at the retail rate less the resale discount.</b></p> <p><b>8.7.2.1 Socket shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its end users.</b></p> <p><b>8.7.2.2 Should Socket suspend service for one of its end user customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail</b></p> | Socket proposes to include language in the ICA that allows it to resell customer initiated suspension and restoral services. These are commonly-used services that should be treated no differently than other retail services offered by CenturyTel. |                     | The Commission should reject Socket's proposed Sec. 8.7 and its subparts as redundant, duplicative and unnecessary. "Suspension of Service" is a retail services subject to resale by Socket (e.g., "Telecommunications Services"). <i>See</i> Issue Nos. 1 and 6. CenturyTel does not list all of its retail services that are subject to resale in the ICA. Indeed, Socket's proposal to list this separate service for resale in the ICA contradicts its own position in Issue No. 6 in which it advocates listing in the ICA only those retail services which cannot be resold and/or to which the avoided cost discount does not apply. There is no reason to deviate from that course here with this specific service. |

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|   |           |           | <p><b>tariff, Socket shall be charged and shall be responsible for all appropriate monthly services charges for the end users’ service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.</b></p> <p><b>8.7.3 Should Socket restore its end user, restoral charges will apply and Socket will be billed for the appropriate service from the time of suspension.</b></p> |   |                     |   |
| Should Socket be permitted to resell CLASS and custom features offered by CenturyTel? | 21        | 8.8       | <p><b>8.8 CLASS and Custom Features Requirements. Where deployed, and at Socket’s option, Socket may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an end user customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.</b></p>                                      | Socket proposes language to allow it to resell CLASS and custom features offered by CenturyTel. |                     | <p>The Commission should reject Socket’s proposed Sec. 8.8 as redundant, duplicative and unnecessary. “CLASS and Custom Features” are retail services subject to resale by Socket (e.g., “Telecommunications Services”). <i>See</i> Issue Nos. 1 and 6. CenturyTel does not list all of its retail services that are subject to resale in the ICA. Indeed, Socket’s proposal to list this separate service for resale in the ICA contradicts its own position in Issue No. 6 in which it advocates listing in the ICA only those retail services which cannot be resold and/or to which the avoided cost discount does not apply. There is no reason to deviate from that course here with this specific service.</p> |

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| Should CenturyTel's obligations regarding support functions such as directory assistance and repair services be set forth in this Agreement? | 22        | 9.0       | <p><b>9.0 SUPPORT FUNCTIONS FOR RESOLD SERVICES</b></p> <p><b>9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.</b></p> <p><b>9.2 CenturyTel shall make customized routing of OS/DA traffic available to Socket upon request. The terms and conditions for customized routing OS/DA calls are found in Article UNE, which are incorporated herein by reference.</b></p> <p><b>9.3 Branding</b></p> <p><b>9.3.1 Except where otherwise required by law, Socket shall not, without CenturyTel's prior written authorization, offer the services covered by this Article using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of CenturyTel or its Affiliates, nor shall Socket state or imply that there is any joint business association or similar arrangement with CenturyTel in the provision of Telecommunications Services to Socket's end user customers.</b></p> | Socket proposes to include language that addresses CenturyTel's obligations for support functions for resale services, including Operator Services, Directory Assistance, and Repair Services. These are important functions that should be included in the ICA, not left to negotiations and discussions between the parties at a later date or for possible inclusion in CenturyTel's Service Guide, over which it maintains full control and for which there is no oversight by the Commission. |                     | <p>Here and elsewhere, 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.</p> <p>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</p> |

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|                 |           |           | <p><b>9.3.2 CenturyTel will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:</b></p> <p><b>9.3.2.1 Socket will provide CenturyTel recorded announcements and written specifications to be used to brand Socket’s OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire.</b></p> <p><b>9.3.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.</b></p> <p><b>9.3.2.3 Where CenturyTel provides Socket OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.</b></p> <p><b>9.3.2.4 Charges for branding are set forth in Article Pricing.</b></p> <p><b>9.3.2.5 Until Socket’s resold OS/DA traffic is customized routed off of the CenturyTel OS/DA platform, CenturyTel will continue to provide OS/DA branding on CenturyTel own platform using the service provided</b></p> |                             |                     | <p>and offerings.</p> <p>Moreover, Socket has proposed new contract provisions governing Resale late in the negotiation cycle, and CenturyTel has not had adequate time to address, respond to or resolve through negotiations many of the issues and/or concerns expressed by Socket in its proposed terms. Indeed, Socket inexplicably has proposed entirely new contract language and a new contract structure for terms governing Resale services without arguing that, or explaining how, CenturyTel’s existing proposed Resale terms are deficient.</p> <p>CenturyTel’s obligations under the Federal Telecommunications Act are parity-based, meaning they must provide required services in a manner "that is at least equal in quality to that provided . . . to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." 47 U.S.C. 251(c) (2). That is precisely what CenturyTel offers in this proceeding, agreeing across-the-board to provide required resale services and functionality on a nondiscriminatory, parity basis. Socket, however, is not content with obtaining parity, at least not parity with CenturyTel. Instead, perhaps due in part to Socket's wide scale cutting-and-</p> |

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|                 |           |           | <p><b>ID solution currently in effect.</b></p> <p><b>9.4 Directory Assistance (DA) Listings</b></p> <p><b>9.4.1 CenturyTel will include the Socket end user customer listing in its Directory Assistance database as part of the service order process. CenturyTel will honor Socket end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as Socket requested in the CenturyTel database which is used to perform Directory Assistance functions. CenturyTel shall permit Socket end user customers the option of having a non-listed telephone number; this option will be provided at the same price CenturyTel charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Article Performance Measurements and are incorporated by this reference. CenturyTel will provide Directory Assistance service to Socket that equals the Directory Assistance Service CenturyTel provides to itself and its own end user customers.</b></p> <p><b>9.5 The terms and conditions for</b></p> |                             |                     | <p>pasting of SBC contract language, Socket repeatedly proposes contract language demanding special, super-parity treatment, or processes and procedures that are not compatible or commercially feasible for CenturyTel. That SBC may have certain capabilities is irrelevant here. Neither the FTA nor any FCC order requires an ILEC to satisfy its statutory obligations in a manner "that is at least equal in quality to that provided" by SBC or another RBOC. The key in all respects is what the ILEC does for itself. Because CenturyTel must provide services and functionalities on a parity basis and that is exactly what CenturyTel proposes in this proceeding, thereby fulfilling its parity obligations, the Commission should reject Socket's demands for special, superior and/or commercially infeasible treatment.</p> <p>Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket on a number of provision. However, Socket did not provide this language to CenturyTel in time to permit such negotiations or discussions in advance</p> |

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

| Issue Statement | Issue No. | Sec. Nos. | Socket Language  | Socket Preliminary Position | CenturyTel Language   | CenturyTel Preliminary Position   |
|-----------------|-----------|-----------|--|-----------------------------|---|---|
|                 |           |           | <p><b>OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.</b></p> <p><b>9.6 OS/DA calls which, at Socket's option, are routed to CenturyTel, will meet or exceed the Performance Measurements which CenturyTel provides to itself and its own end user customers. CenturyTel will provide the full range of Operator Services at the rates set forth in Article Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.</b></p> <p><b>9.7 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's end user customer to the repair number supplied by the appropriate Party.</b></p> <p><b>9.8 Access to the Line Information Database. Socket's service order shall update and maintain Socket end user customer information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for CenturyTel's end user customers.</b></p> |                             | <p>9.7 Repair Calls. The Parties shall refer any repair calls dialed by the other Party's end user customer to the appropriate provider.</p> <p>9.8 Access to the Line Information Database. Socket's service order shall update and maintain Socket end user customer information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for CenturyTel's end user customers.</p> | <p>of filing this DPL.</p> <p>9.7: The Commission also should reject Socket's proposed Sec. 9.7 and accept CenturyTel's alternative Sec. 9.7. Socket's provision suggests that its customers may call CenturyTel regarding repairs, and that CenturyTel then has an obligation to refer Socket's customer to Socket. CenturyTel is not obligated to incur the time and cost of handling such calls directly from Socket's customers. Socket's customers should call Socket to initiate any repair calls.</p> <p>9.8: CenturyTel concurs with incorporating Sec. 9.8 into the ICA and agrees to Socket's language. Therefore, the language of Sec. 9.8 is no longer in dispute.</p> <p>9.9: This is an example of Socket's attempt to impose on CenturyTel SBC-specific provisions that simply do not apply. CenturyTel does not offer Telephone Line Number Calling cards to its retail or resale customers. Thus, Socket's Sec. 9.9 should be rejected as inapplicable.</p> <p>9.10 The Commission should reject Socket's proposed Sec. 9.10 as redundant, duplicative and unnecessary. "Blocking" are retail services subject to resale by Socket</p> |

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|                 |           |           | <p><b>9.9 Telephone Line Number Calling Cards. CenturyTel’s assigned telephone line calling card account ceases to exist once Socket becomes the account owner in LIDB. Socket may choose to enable a Socket calling card account based upon the telephone number of a resold line. To enable such a calling card account, Socket shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the end user customer in the use of the Socket calling card. CenturyTel will provide billing usage data via the established mechanisms.</b></p> <p><b>9.10 Call Blocking. Upon Socket's request, CenturyTel will provide blocking on a line by line basis of an Socket end user customer's access to any or all of the following call types for which blocking is offered by CenturyTel, which may include: 700, 900, 976, bill to third and collect, and such other call types for which CenturyTel provides blocking to comparable end user customers. If Socket does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the</b></p> |                             |                     | <p>(e.g., “Telecommunications Services”). See Issue Nos. 1 and 6. CenturyTel does not list all of its retail services that are subject to resale in the ICA. Indeed, Socket’s proposal to list this separate service for resale in the ICA contradicts its own position in Issue No. 6 in which it advocates listing in the ICA only those retail services which cannot be resold and/or to which the avoided cost discount does not apply. There is no reason to deviate from that course here with this specific service.</p> |

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|  |           |   | <b>responsibility of Socket to order the appropriate toll restriction or blocking on lines resold to end user customers. Socket acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. Socket acknowledges all such limitations and accepts all responsibility Socket acknowledges all such limitations and accepts all responsibility for any charges for calls for which blocking is not available or calls which bypass the blocking systems. If Socket fails to accept liability for calls that may bypass blocking systems, Socket agrees to provide its end user customer information to CenturyTel so that CenturyTel may bill Socket's end user customer for the services they benefited from and the charges the end user customers rightfully owe.</b> |   |  |   |
| Should CenturyTel be required to provide pre-order and ordering, and maintenance | 23        | 10.0,<br>10.1,<br>10.2,<br>10.3,<br>10.4, | <b>10.0 Pre-Order and Ordering</b><br><br><b>10.1 CenturyTel will provide Pre-order, Ordering requests for Resale Services to Socket consistent with</b>   | Socket has proposed comprehensive articles to the ICA addressing Service Ordering and Provisioning, as well as detailed provisions regarding Billing. Socket strongly objects to CenturyTel's | <u>10.0. Ordering and Billing.</u><br><br><u>10.1 Service Ordering, Service Provisioning, and Billing.</u> | Contrary to Socket's rhetoric, the CenturyTel's "Service Guide" has nothing to do with unilaterally dictating procedures. Rather, the ICA may not—and should not— |

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| functionality consistent with provisions included in the ICA? |           | 10.5      | <p><b>Article XIII – OSS.</b></p> <p><b>10.2 Where an electronic OSS interface is not being utilized, resale orders may be transmitted by facsimile or by e-mail to CenturyTel’s Local Service Center (LSC). CenturyTel’s LSC will respond to Socket’s calls with the same level of service which CenturyTel provides to its local exchange end users customers.</b></p> <p><b>10.2.1 CenturyTel shall provide a Firm Order Commitment (FOC) for each order 24 hours of CLEC submitting the order. Multiple Working Telephone Numbers (WTN) may be included in one order.</b></p> <p><b>10.2.1.1 The FOC will contain, at a minimum, an enumeration of Socket’s resale order consisting of end user Telephone Number, CenturyTel Assigned Telephone Number, Purchase Order Number (PON), and CenturyTel's commitment date for order completion (Committed Due Date).</b></p> <p><b>10.2.2 Upon work completion, CenturyTel will provide CLEC an SOC(Service Order Completion) notice via facsimile, e-mail or other method agreed upon by the Parties.</b></p> | proposal to have these issues excluded from the ICA – and thus from the Commission’s oversight in dispute resolution proceedings. Ordering and provisioning are much too critical to ILEC obligations to open competitive markets to be left to unenforceable “service guides” that are not subject to negotiation and are completely under the ILEC’s control. | <p><u>Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.</u></p> <p><u>10.2 Local Service Request.</u></p> <p><u>Orders for resale of services will be placed utilizing standard LSR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the CenturyTel Service Guide) must be provided by Socket before a request can be processed.</u></p> <p><u>10.3-10.12 intentionally left blank.</u></p> | exhaustively and comprehensively address each specific detail on a given issue. Attempting to do so must invariably fail—the ICA cannot address possibility—and undermines the parties’ ability to address unique circumstances that may arise. The parties should recognize that external procedural guides may specifically set forth the procedures at issue. Indeed, in Section 24 of Article III both parties acknowledge that certain practices will be included in the CenturyTel Service Guide. This Guide contains a description of non-discriminatory procedures for ordering, provisioning, maintenance and billing for many functions. In this Section, CenturyTel has already acknowledged that if at any time these practices conflict with this Agreement, that the Agreement applies. Since the ICA trumps in the event of any conflict, Socket’s concerns are fundamentally misplaced. In addition, CenturyTel has proposed prior notification provisions wherein Socket has the right to discuss, and to request that changes be delayed or otherwise modified where there is an adverse business impact on Socket, with escalation through the dispute resolution process. Therefore, the Commission should adopt CenturyTel’s proposed Sec. 10.0 and its subparts.. |

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|                 |           |           | <p><b>10.2.3 As soon as identified, CenturyTel, will provide CLEC any reject error notifications via facsimile, e-mail or other method agreed upon by the Parties.</b></p> <p><b>10.2.4 CenturyTel will provide Socket with a Jeopardy Notice when CenturyTel's Committed Due Date is in jeopardy of not being met by CenturyTel on any resale service via facsimile, e-mail or other method agreed upon by the Parties. On that Jeopardy Notice, CenturyTel shall provide the revised Committed Due Date.</b></p> <p><b>10.3 CenturyTel shall allow Socket to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by Electronic Interface as forth in Article XIII - OSS. CenturyTel shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.</b></p> <p><b>10.3.1 Work Order Processes. CenturyTel shall ensure that all work order processes used to provision local service to Socket for resale meet the service parity requirements set forth in other Appendices within this Agreement.</b></p> |                             |                     | <p>CenturyTel's Service Guide also provides a means of ensuring operational parity between CenturyTel and all CLECs. A common set of procedures for ordering, provisioning, maintenance and billing for many functions can be communicated via a website to all CLECs, and beneficial updates to those procedures can be efficiently communicated to all CLECs without having to amend each CLEC's ICA. Socket's proposal attempts to undermine CenturyTel's parity obligation by purporting to impose new procedures on CenturyTel specific to only Socket. If every CLEC was permitting to dictate its own ordering and provisioning procedures with CenturyTel, CenturyTel could not possibly be expected to comply with each differing set of procedures. Indeed, requiring CenturyTel to deviate from its established and non-discriminatory ordering and provisioning procedures even for one CLEC would cause CenturyTel significant financial and operational burdens.</p> |

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|   |           |   | <p><b>10.4 Maintenance.</b></p> <p><b>10.4.1 Maintenance will be provided by CenturyTel in accordance with the requirements and measurements as set forth in this and other Articles within this Agreement.</b></p> <p><b>10.4.2 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CenturyTel may not initiate any disconnect, suspension or termination of an Socket customer’s resale services unless directed to do so by Socket by transmission of a service order or CenturyTel’s receipt of proper authorization to change such customer’s primary local exchange carrier to a carrier other than Socket.</b></p> <p><b>10.5 CenturyTel will provide Socket with an electronic notice of customers who change their local carrier.</b></p> |   |                     |  |
| Should the ICA identify specific points of contact at each company for addressing | 24        | 10.6,<br>10.7,<br>10.8,<br>10.9,<br>10.10 | <b>10.6 Point of Contact for the Socket end user customer. Except as otherwise provided in this Agreement, Socket shall be the single and sole point of contact for all</b>  | Socket proposes that the agreement should include information about the points of contact for each of the parties and processes for personnel who receive inquiries regarding the other |                     | The Commission should reject Socket’s proposed Sec. 10.6 as such points of contact and escalation procedures are sufficiently and rightfully set forth in CenturyTel’s |

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|--|-----------|-----------|---|---|---------------------|---|
| customer complaints and provisioning issues? |           |           | <p><b>Socket end user customers.</b></p> <p><b>10.7 The Parties shall refer all questions regarding each other’s services or products directly to the other at a telephone number specified by the appropriate Party.</b></p> <p><b>10.8 The Parties will ensure that all representatives who receive inquiries regarding the other Party’s services shall (1) provide such numbers if available to callers who inquire about that Party’s services or products, (2) do not in any way disparage or discriminate against each other or that Party’s products and services, and (3) not solicit each others’ services during such inquiries.</b></p> <p><b>10.9 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Article. Each Party shall accept all inquiries from the other Party and provide timely responses.</b></p> <p><b>10.10 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:00 p.m. Monday through Friday (except holidays).</b></p> | party’s services. These provisions will help diminish disputes and lead to faster, more efficient resolution of problems between the companies. |                     | Service Guide. This information is available to all CLECs via a website. If such information is put into the ICA, it becomes static, does not provide adequate flexibility and relationship management, and cannot be updated without amending the ICA. |

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| Should the ICA establish uniform standards for addressing customer problems and emergency situations? | 25        | 10.11,<br>10.12,<br>10.15,<br>10.16,<br>10.17,<br>10.18,<br>10.19,<br>10.20 | <b>10.11 Each Party will respond to emergency requests for after hours provisioning via the respective Local Operations Center or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:00 p.m. through the respective Local Service Center or CLEC/Resale Contact Center or other contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 a.m. to 5:00 p.m.) ordering and provisioning coordination.</b><br><br><b>10.12 All misdirected calls from either Party's end user customers will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the end user customers become identifiable, such end users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.</b> | Socket proposes language that addresses and establishes standards for emergency situations and customer problems. When emergencies occur, it is too late to establish guidelines for how they should be addressed. Socket believes it is critical to establish such guidelines before problems occur so that personnel from both companies can be trained and ready when customer or service-affecting problems arise. |                     | 10.11 – 10.19: Socket demands--but is not entitled to--special treatment above and beyond what CenturyTel does for itself or for any other CLEC. On its face, Socket's demand is unreasonable. Importantly, ILECs' obligations under the Federal Telecommunications Act are parity-based, meaning they must provide required elements and services in a manner "that is at least equal in quality to that provided . . . to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." 47 U.S.C. 251(c) (2). That is precisely what CenturyTel offers in this proceeding, agreeing across-the-board to provide required services, elements, and functionality on a nondiscriminatory, parity basis. Socket, however, is not content with obtaining parity, at least not parity with CenturyTel. Instead, perhaps due in part to Socket's wide scale cutting-and-pasting of SBC contract language, Socket repeatedly proposes contract language--like here--demanding special, super-parity treatment by, for example, providing coordination of emergency restoration services and network maintenance notification to mirror SBC. That SBC may have certain capabilities is irrelevant here. Neither the FTA nor any FCC order requires an ILEC to satisfy its statutory |

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|                 |           |           | <p><b>10.16 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by CenturyTel’s Network Management Service Center ("NMSC") or equivalent service center, and will utilize Socket’s Network Management Center ("NMC") or other identified contacts listed in the Profile as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting Socket’s end user customer. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party’s End user Network Service Center ("CNSC") or NMC may call the other Party’s Local Operation Center (LOC) in order to discuss scheduled activities that may impact Socket’s end user customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.</b></p> <p><b>10.17 Emergency Restoration</b></p> <p><b>10.17.1 Each party will notify the other Party via the Event Notification Process of activities involving the</b></p> |                             |                     | <p>obligations in a manner "that is at least equal in quality to that provided" by SBC or another RBOC. The key in all respects is what the ILEC does for itself. Because CenturyTel must provide elements, services, and functionalities on a parity basis and that is exactly what CenturyTel proposes in this proceeding, thereby fulfilling its parity obligations, the Commission should reject Socket's demands for special, superior treatment that go beyond what CenturyTel provides for its own customers.</p> <p>10.20: This is an example of Socket’s attempt to impose on CenturyTel SBC-specific provision that simply do not apply. CenturyTel’s systems do not permit its repair personnel to identify resold lines. Therefore, when a CenturyTel technician is dispatched to repair a line, they have no way of knowing that it is a CenturyTel customer or a Socket customer, and thus no way of knowing to which customer’s door to affix branded versus non-branded repair cards.</p> |

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|                 |           |           | <p><b>central office and inter-office network. Additionally, as cable cuts or failures are identified when Socket reports trouble to the CenturyTel, CenturyTel will notify Socket of:</b></p> <p><b>10.17.2 the single point of contact to provide Socket with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and</b></p> <p><b>10.17.3 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority (“TSP”) services for the other Party carry equal priority with each Party’s TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.</b></p> <p><b>10.18 Escalation Procedures</b></p> <p><b>10.18.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in Socket’s judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided</b></p> |                             |                     |                                 |

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|   |           |           | <p><b>hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues.</b></p> <p><b>10.19 Dispatch of CenturyTel's technicians to Socket's end user customer premises shall be accomplished pursuant to a request received from Socket. Additional dispatching of CenturyTel technicians may occur when CenturyTel detects network trouble during routine maintenance.</b></p> <p><b>10.20 If a trouble cannot be cleared without access to Socket's end user customer's premises and the end user customer is not at home, the technician will leave a non-branded "no access" card requesting that the end user customer call Socket for rescheduling of repair.</b></p> |   |                     |  |
| Should this Article reference requirements for providing white pages directories? | 26        | 11.0      | <p><b>11.0 WHITE PAGES DIRECTORIES</b></p> <p><b>11.1 The terms and conditions for White Pages Directories are found in Article XVI – Directory Listings.</b></p>   | Socket proposes to apply the terms and conditions for its proposed White Pages Directories article to its provision of service to resale customers. |                     | The Commission should reject Socket's proposed Sec. 11.0 as redundant, duplicative and unnecessary. "White Pages Directories" listings is a retail services subject to resale by Socket (e.g., "Telecommunications Services"). <i>See</i> Issue Nos. 1 and 6. CenturyTel does not list all of its retail services that are subject to resale in the ICA. Indeed, Socket's proposal to list this separate |

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|   |           |           |   |   |                     | service for resale in the ICA contradicts its own position in Issue No. 6 in which it advocates listing in the ICA only those retail services which cannot be resold and/or to which the avoided cost discount does not apply. There is no reason to deviate from that course here with this specific service.   |
| What process should apply to Call Trace involving law enforcement agencies? | 27        | 12.0      | <b>12.0 CALL TRACE</b><br><br><b>12.1 Socket end user’s activation of Call Trace shall be handled by the CenturyTel Call Trace Center (CTC). CenturyTel shall notify Socket of requests by its end user customers to provide the call records to the proper authorities. Subsequent communications and resolution of the case with Socket’s end user customers (whether that end user is the victim or the suspect) will be coordinated through Socket.</b><br><br><b>12.2 Socket understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be Socket’s responsibility to provide additional information necessary for any police investigation. Socket will indemnify CenturyTel</b> | Socket proposes language to address situations in which end users or law enforcement agencies request Call Trace services. Such language is beneficial and should be included in the ICA. |                     | The Commission should reject Socket’s proposed Sec. 12.0 and its subparts as redundant, duplicative and unnecessary. “Call Trace” is a retail services subject to resale by Socket (e.g., “Telecommunications Services”). <i>See</i> Issue Nos. 1 and 6. CenturyTel does not list all of its retail services that are subject to resale in the ICA. Indeed, Socket’s proposal to list this separate service for resale in the ICA contradicts its own position in Issue No. 6 in which it advocates listing in the ICA only those retail services which cannot be resold and/or to which the avoided cost discount does not apply. There is no reason to deviate from that course here with this specific service.<br><br>Moreover, Socket demands--but is not entitled to--special treatment above and beyond what CenturyTel does for itself or for any other CLEC. ILECs' |

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|                 |           |           | <b>against any claims that insufficient information led to inadequate prosecution.</b> |                             |                     | obligations under the Federal Telecommunications Act are parity-based, meaning they must provide required elements and services in a manner "that is at least equal in quality to that provided . . . to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." 47 U.S.C. 251(c) (2). That is precisely what CenturyTel offers in this proceeding, agreeing across-the-board to provide required services, elements, and functionality on a nondiscriminatory, parity basis. Socket, however, is not content with obtaining parity, at least not parity with CenturyTel. Instead, perhaps due in part to Socket's wide scale cutting-and-pasting of SBC contract language, Socket repeatedly proposes contract language demanding special, super-parity treatment to mirror SBC-specific provisions. That SBC may have certain capabilities is irrelevant here. Neither the FTA nor any FCC order requires an ILEC to satisfy its statutory obligations in a manner "that is at least equal in quality to that provided" by SBC or another RBOC. The key in all respects is what the ILEC does for itself. Because CenturyTel must provide elements, services, and functionalities on a parity basis and that is exactly what CenturyTel proposes in this proceeding, thereby fulfilling its parity obligations, the |

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**ARTICLE VI: RESALE**

| Issue Statement   | Issue No. | Sec. Nos. | Socket Language   | Socket Preliminary Position  | CenturyTel Language   | CenturyTel Preliminary Position   |
|---|-----------|-----------|---|--|---|---|
|   |           |           |   |  |   | Commission should reject Socket's demands for special, superior treatment that go beyond what CenturyTel provides for its own customers.  |
| Should the ICA include provisions regarding coordination of orders and long distance service functions? | 28        | 13.0      | <p><b>13.0 MUTUAL RESPONSIBILITIES OF THE PARTIES</b></p> <p><b>13.1 CenturyTel will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.</b></p> <p><b>13.2 Where technically feasible, CenturyTel's Local Service Center or Resale Contact Center or other contact as agreed upon by the Parties as applicable will provide coordination support for all designed and/or complex Resale services provided to Socket. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.</b></p> <p><b>13.3 CenturyTel will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that CenturyTel provides such blocking capabilities to its end user customers, to other CLECs and to the extent required by</b></p> | In this Section, Socket includes various provisions to ensure that its resale orders are processed efficiently, and that certain long distance functions are addressed properly. For example, the proposal addresses blocking of 900/976 calls and the customer's right to choose separate long distance carriers for intraLATA and interLATA calls. Each of the subjects addressed in this section are part of the general resale obligation to provide resold services. Socket urges these issues be addressed in the ICA rather than left to further negotiation (and potential dispute) once the ICA is in effect. | <p>13.0 MUTUAL RESPONSIBILITIES OF THE PARTIES</p> <p>13.1 CenturyTel will provide provisioning standards, interval, practices and procedures for design and complex services on a nondiscriminatory basis and consistent with its current "CenturyTel Service Ordering Guide" and or Missouri Commission requirements.</p> <p>13.2 Where technically feasible, CenturyTel's Ordering Center will coordinate support for all designed and/or complex Resale services provided to Socket.</p> <p>13.3 CenturyTel will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that CenturyTel provides such blocking capabilities to its end user customers, to other CLECs and to the extent required by law.</p> <p>13.4 When ordering a Resale service via a service order, Socket may</p> | <p>The Commission should reject Socket's proposals as overly broad, not specifically tailored to the parties' relationship going forward, and as potentially problematic.</p> <p>13.0: Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket, but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. Specifically in that regard, CenturyTel proposes its Sections 13.1-13.4 as an alternative to Socket's proposed 13.0 and its subparts.</p> <p>13.2: With respect to Socket's proposed Sec. 13.2 specifically, Enhanced Services are not part of the federal definition "Telecommunication Services." Therefore, ISDN and other enhanced service are not part of any resale offering.</p> |

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|                 |           |           | <p><b>law.</b></p> <p><b>13.4 When ordering a Resale service via a service order, Socket may order separate interLATA and intraLATA service providers (i.e., two PICs) on a line or trunk basis and agrees to pay the applicable charges associated with such order. CenturyTel will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.</b></p> <p><b>13.5 Unless otherwise directed, when Socket orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).</b></p> <p><b>13.6 CenturyTel will provide standard provisioning intervals for all Resale services at parity with what it provides its retail end users, its affiliates and CLECs other than Socket.</b></p> |                             | <p>order separate interLATA and intraLATA service providers (i.e., two PICs) on a line or trunk basis and agrees to pay the applicable charges associated with such order. CenturyTel will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.</p> | <p>Socket's proposed Sections 13.5, 13.6 and other contract language not made a part of CenturyTel's alternative proposal are addressed by CenturyTel's standard practices for retail services, which apply to it customers and which are available to CLECs. Pursuant to CenturyTel's parity obligation, Socket is not entitled to more than CenturyTel provides to its own customers. CenturyTel's proposals ensure nondiscriminatory, parity treatment; therefore, the Commission should adopt those proposals and reject Socket's language.</p> |

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| Should the ICA include provisions regarding testing, repair, and complex orders? | 29        | 14.0      | <p><b>14.0 PROVISIONING STANDARDS</b></p> <p><b>14.1 Where available, CenturyTel will perform pre-testing and will provide electronically all test and turn up results in support of Complex Resale services ordered.</b></p> <p><b>14.2 When an CenturyTel employee visits the premises of a Socket end user customer, CenturyTel's employee must inform the end user customer that he or she is acting on behalf of Socket. Materials left at the end user customer premises (e.g., a door hanger notifying the end user customer of the service visit) must also inform the end user customer that CenturyTel was acting on behalf of Socket.</b></p> <p><b>14.3 CenturyTel's technicians will direct Socket's end user customers to contact Socket if Socket's end user customer requests a change in service at the time of installation.</b></p> <p><b>14.4 CenturyTel will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain Socket's approval prior to commencing construction under an order for such service.</b></p> | <p>Socket's proposal includes provisions that are standard in ICAs addressing resale. The language addresses how "complex" resale orders will be handled, particularly the testing of such services by CenturyTel. The section also provides that repair services conducted by CenturyTel for Socket customers should be conducted in a way that ensures the customer is aware CenturyTel is acting on Socket's behalf. The section also requires that if a complex resale order requires special construction that CenturyTel will discuss such a requirement with Socket before beginning construction that could be very expensive to Socket. Each of these provisions addresses real world concerns that have arisen in the ILEC-CLEC resale relationship. Unless they are addressed in the ICA, both parties' personnel will be left without sufficient guidance about how to handle situations that often arise – and neither party will have a contractual right to seek relief if such situations are handled improperly.</p> | <p>14.0 PROVISIONING STANDARDS</p> <p>14.1 Where available, CenturyTel will perform testing on all new circuits consistent with its current practices.</p> <p>14.2 When an CenturyTel technician visits the premises of a Reseller's end user customer, CenturyTel's technician shall inform <u>the end user customer that they are</u> acting on behalf of their service provider.</p> <p>14.3 CenturyTel's technicians will direct reseller's end user customers to contact their local service provider if the end user customer requests a change in service at the time of installation.</p> <p>14.4 CenturyTel will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain Socket's approval prior to commencing construction under an order for such service.</p> | <p>14.0: Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket on a number of provision. However, Socket did not provide this language to CenturyTel in time to permit such negotiations or discussions in advance of filing this DPL. Nevertheless, CenturyTel proposes its Sections 14.0-14.4 as an alternative to Socket's proposed 14.0 and its subparts, which reflect both CenturyTel's non-discriminatory/parity practices and its commercial practice.</p> |

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| How should due dates be established on orders and what escalation procedures should apply to ordering and provisioning processes? | 30        | 15.0      | <p><b>15.0 ORDER DUE DATE</b></p> <p><b>15.1 When a Socket submits an LSR, Socket will specify a desired Due Date (DDD) and CenturyTel will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.</b></p> <p><b>15.2 If expedited service is requested, Socket will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. CenturyTel will not complete the order prior to the DD or later than the DD unless authorized by Socket.</b></p> <p><b>15.3 Socket will follow the escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. CenturyTel will notify Socket of any modifications to these contacts one (1) week in advance of</b></p> | <p>Socket proposes comprehensive language addressing Order Due Dates and expedited services. Without language in the ICA to address escalation procedures, the parties will not have</p> <p>Socket strongly objects to CenturyTel’s proposal to have these issues excluded from the ICA – and thus from the Commission’s oversight in dispute resolution proceedings. Due dates and escalation procedures are much too important to be left out of the parties’ ICA.</p> |                     | <p>Contrary to Socket’s rhetoric, CenturyTel’s “Service Order Guide” has nothing to do with unilaterally dictating procedures. Rather, the ICA may not—and should not—exhaustively and comprehensively address each specific detail on a given issue. Attempting to do so must invariably fail—the ICA cannot address possibility—and undermines the parties’ ability to address unique circumstances that may arise. The parties should recognize that external procedural guides may specifically set forth the procedures at issue. Indeed, in Section 24 of Article III both parties acknowledge that certain practices will be included in the CenturyTel Service Guide. This Guide contains a description of non-discriminatory procedures for ordering, provisioning, maintenance and billing for many functions. In this Section, CenturyTel has already acknowledged that if at any time these practices conflict with this Agreement, that the Agreement applies. Since the ICA trumps in the event of any conflict, Socket’s concerns are fundamentally misplaced. In addition, CenturyTel has proposed prior notification provisions wherein Socket has the right to discuss, and to request that changes be delayed or otherwise modified where there is an</p> |

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|   |           |           | <p><b>such modifications.</b></p> <p><b>15.4 In the event CenturyTel has not established the escalation process described in 15.3, CenturyTel shall do so within 30 days of this agreement becoming effective and shall provide Socket with the names, job titles and contact information of the person(s) that Socket is to contact in order resolve disputes relating to ordering and provisioning procedures. The section does not limit either party's ability to invoke the Dispute Resolution Process set forth in the General Terms and Conditions.</b></p> |   |  | <p>adverse business impact on Socket, with escalation through the dispute resolution process.</p> <p>CenturyTel's Service Order Guide also provides a means of ensuring operational parity between CenturyTel and all CLECs. A common set of procedures for ordering and provisioning intervals can be communicated via a website to all CLECs, and beneficial updates to those procedures can be efficiently communicated to all CLECs without having to amend each CLEC's ICA. Socket's proposal attempts to undermine CenturyTel's parity obligation by purporting to impose new procedures on CenturyTel specific to only Socket. If every CLEC was permitting to dictate its own ordering and provisioning procedures and intervals with CenturyTel, CenturyTel could not possibly be expected to comply with each differing set of procedures. Indeed, requiring CenturyTel to deviate from its established and non-discriminatory ordering and provisioning procedures even for one CLEC would cause CenturyTel significant financial and operational burdens.</p> |
| Should this Agreement contain comprehensive | 31        | 16.0      | <b>16.0 MAINTENANCE REQUIREMENTS</b>   | Socket proposes to refer to Article IX – Maintenance for Resale maintenance issues. CenturyTel instead proposes | <u>16.0 Maintenance, Testing and Repair.</u> | 16.0-16.1: Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent  |

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| maintenance and repair processes and procedures that require CenturyTel to meet Commission standards for maintenance and provide maintenance on a nondiscriminatory basis? |           |           | <p><b>16.1 CenturyTel will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Article and Article IX - Maintenance.</b></p> <p><b>16.2 CenturyTel will provide maintenance for all Resale services on a nondiscriminatory basis.</b></p> <p><b>16.3 CenturyTel will comply with Commission Standards related to Maintenance.</b></p> | only a vague section in this document that commits it to provide maintenance services to Socket and its end-user customers under the same standards as it as it provides maintenance to its own end-users.  | <p><u>CenturyTel will provide repair and maintenance services to Socket and its end-user customers for resold Services in accordance with the same standards and charges used for such Services provided to CenturyTel end-user customers and will comply with Commission Standards. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a Socket end-user until such time as trouble is reported to CenturyTel by Socket. Socket must provide to CenturyTel all end-user information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the CenturyTel Service Guide.</u></p> | <p>with 4 CSR 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket. However, Socket did not provide this language to CenturyTel in time to permit such negotiations or discussions in advance of filing this DPL. Nevertheless, CenturyTel proposes its Sections 16.0 as an alternative to Socket's proposed 16.0 and its subparts, which reflect both CenturyTel's non-discriminatory/parity practices and its commercial practice.</p> <p>16.2 and 16.3. The Commission should reject these Socket-proposed provisions as redundant, duplicative and unnecessary. Both purport to impose duties to comply with existing law, which already is sufficiently addressed in Section 13.0 of Article III.</p> |
| Is CenturyTel obligated to test for new circuit failure performance problems?  | 32        | 17.0      | <p><b>17.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING</b></p> <p><b>17.1 CenturyTel will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by Socket in order to identify any new circuit failure performance problems. Each Party</b></p>   | When a CLEC purchases a resale service, the CLEC is entitled to rely on the ILEC who controls the underlying network to ensure the service functions properly. Socket has no technical ability to test a resold service purchased from CenturyTel. If the service goes down, however, CenturyTel may benefit by winning back the Socket customer. The ICA |  | <p>Because CenturyTel provides nondiscriminatory, parity-based treatment regarding testing procedures and operations, the Commission should reject Socket's proposed contract language.</p> <p>Notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR</p>  |

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|  |           |           | <b>will utilize routine maintenance procedures for reporting troubles.</b>   | should ensure that testing is conducted by CenturyTel in order to meet customer expectations and fulfill CenturyTel's obligations as a provider of resale services.   |  | 240-36.040(5) (B), to continue negotiating with Socket to resolve disputes between the parties. To that end, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket. However, Socket did not provide this language to CenturyTel in time to permit such negotiations or discussions in advance of filing this DPL.  |
| Should Socket be permitted to retain special access revenues when it provides special access services? | 33        | 18.0      | 18.0 ACCESS CHARGES<br><br>18.1 CenturyTel retains all revenue due from other carriers for access to CenturyTel facilities, including both switched and special access charges. <b>CenturyTel retains all switched access revenues when providing switched access services for Socket's retail customers served via resale. When Socket resells special access, CenturyTel is not entitled to any special access revenues from Socket's customers.</b> | Socket's language clarifies language proposed by CenturyTel to ensure that when Socket is the provider of special access services (via resale of CenturyTel special access) that Socket receives the revenues due to it from its subscribers. In that situation, Socket will pay CenturyTel the resale rate for special access, but Socket retains the revenue it receives from its subscriber. The CenturyTel language is so broad that it could be read to preclude Socket from obtaining revenue from its own subscribers. | 18.0 ACCESS CHARGES<br><br>18.1 CenturyTel retains all revenue due from other carriers for access to CenturyTel facilities, including both switched and special access charges, <b><u>when providing access services for Socket's retail customers served via resale. In those instances where Socket resells special access pursuant to applicable law in 47 U.S.C. 51.605 (b), CenturyTel 's special access revenue is obtained from Socket and not from Socket's customers.</u></b> | The Commission should reject Socket's proposed language because it is unnecessary and may give rise to ambiguity leading to future disputes between the parties. Socket's proposed language, for example, may imply that Socket is entitled to resell special access services at a resale discount rate, which it is not. Under Part 51, special and switched access revenues are not subject to the resale avoided cost discount. |
| What resale rates should be included in the ICA?   | 34        | Appendix  | APPENDIX: RESALE PRICING<br><br><b>The wholesale discount applicable to Local Service Resale shall be 25.40%</b>   | Socket bases its wholesale discount on the discount approved in the AT&T/GTE ICA. That ICA is the one that CenturyTel pledged to follow when CenturyTel took over GTE exchanges in Missouri. CenturyTel has not justified its much lower resale   | APPENDIX: RESALE PRICING<br><br><u>The avoided cost discount for all CenturyTel Resale services is 14.2%.</u><br><u>The avoided cost discount for all Spectra Resale services is 17.5%.</u>  | CenturyTel's proposed rates are based on CenturyTel's avoided cost studies for each applicable CenturyTel ILEC. These rates comply with applicable law and should be adopted by the Commission   |

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|                 |           |           |                 | <p>discount, and should comply with the previously approved discount.</p> <p>CenturyTel proposes numerous other charges for resale that were not included in the approved AT&amp;T/GTE ICA. CenturyTel has not provided cost support for the numerous ordering and provisioning charges it seeks to impose on Socket. Notably, CenturyTel is willing to include numerous charges for ordering and provisioning in the ICA, but has steadfastly refused to include in the ICA any standards for its performance of ordering and provisioning functions.</p> | <p><u>Non-Recurring Charges (NRCs) for Resale Services</u></p> <p><u>Pre-ordering</u></p> <p><u>CLEC Account Establishment Per CLEC</u>   \$273.09</p> <p><u>Customer Record Search Per Account</u></p> <p>_____ \$ 11.69</p> <p><u>Ordering and Provisioning</u></p> <p><u>Engineered Initial Service Order (ISO)</u></p> <p>- New Service   \$311.98</p> <p><u>Engineered Initial Service Order - As Specified</u>       \$123.84</p> <p><u>Engineered Subsequent Service Order</u></p> <p>_____ \$ 59.61</p> <p><u>Non-Engineered Initial Service Order - New Service</u>   \$ 42.50</p> <p><u>Non-Engineered Initial Service Order - Changeover</u>   \$ 21.62</p> <p><u>Non-Engineered Initial Service Order - As Specified</u>   \$ 82.13</p> <p><u>Non-Engineered Subsequent Service Order</u>   \$ 19.55</p> <p><u>Central Office Connect</u>   \$ 12.21</p> <p><u>Outside Facility Connect</u>   \$ 68.30</p> <p><u>Manual Ordering Charge</u>   \$ 12.17</p> <p><u>Product Specific</u></p> <p><u>NRCs, other than those for Pre-</u></p> | Non Recurring costs do not contain any avoided costs and are not discounted. |

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|                 |           |           |                 |                             | <u>ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.</u><br><br><u>Custom Handling</u><br><br><u>Service Order Expedite:</u><br><br><u>Engineered       \$ 35.48</u><br><u>Non-Engineered \$ 12.59</u><br><br><br><u>Coordinated Conversions:</u><br><br><u>ISO                 \$ 17.76</u><br><u>Central Office Connection \$ 10.71</u><br><u>Outside Facility Connection \$ 9.59</u><br><br><u>Hot Coordinated Conversion First Hour:</u><br><br><u>ISO                 \$ 30.55</u><br><u>Central Office Connection \$ 42.83</u><br><u>Outside Facility Connection* \$ 38.34</u><br><br><u>Hot Coordinated Conversion per Additional Quarter Hour:</u><br><br><u>ISO                 \$ 4.88</u><br><u>Central Office Connection \$ 9.43</u><br><u>Outside Facility Connection \$ 8.37</u><br><br><u>Application of NRCs</u> |                                 |

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|                 |           |           |                 |                             | <p><u>Pre-ordering:</u></p> <p><u>CLEC Account Establishment is a one-time charge applied the first time that Socket orders any service.</u></p> <p><u>Customer Record Search applies when Socket requests a summary of the services currently subscribed to by the end-user.</u></p> <p><u>Ordering and Provisioning:</u></p> <p><u>Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.</u></p> <p><u>Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.</u></p> <p><u>Initial Service Order - As Specified (Engineered or Non-Engineered) applies only Complex Services for services migrating from CenturyTel to Socket. Complex Services are services that require a data gathering form or has special instructions.</u></p> <p><u>Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from CenturyTel to Socket. End-user service</u></p> |                                 |

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|                 |           |           |                 |                             | <p><u>may remain the same or change.</u></p> <p><u>Central Office Connect applies in addition to the ISO when physical installation is required at the central office.</u></p> <p><u>Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.</u></p> <p><u>Manual Ordering Charge applies to orders that require CenturyTel to manually enter Socket's order.</u></p> <p><u>Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):</u></p> <p><u>Service Order Expedite (Engineered or Non-Engineered) applies if Socket requests service prior to the standard due date intervals.</u></p> <p><u>Coordinated Conversion applies if Socket requests notification and coordination of service cut over prior to the service becoming effective.</u></p> <p><u>Hot Coordinated Conversion First Hour applies if Socket requests real-time coordination of a service cut-over that takes one hour or less.</u></p> <p><u>Hot Coordinated Conversion Per Additional Quarter Hour applies, in</u></p> |                                 |

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|---|-----------|-----------|---------------------------|---|--|---|
|   |           |           |                           |   | <u>addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.</u> |   |
| Should CenturyTel's language regarding AIT of service from one reseller to another reseller be adopted? | 35        |           | Intentionally left blank. | Socket sought clarification regarding the meaning of this proposed CenturyTel language in negotiations, but did not receive a response from CenturyTel before the deadline for filing its arbitration petition. Socket will continue to seek to clarify this provision and notify the Commission if it can be removed from the list of disputed issues. | 10.15 <u>CenturyTel cannot accept an order for AIT of service from one CLEC reselling CenturyTel services to another reseller of CenturyTel services.</u>                | CenturyTel agrees to withdraw its proposed Section 10.15. |

Key: **Bold language represents language proposed by Socket and opposed by CenturyTel.**  
Underlined language represents language proposed by CenturyTel and opposed by Socket.