

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (“OSS”)**

**1.0 INTENTION OF THE PARTIES**

- 1.1 It is the Parties' intent that this Article XIII shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyTel and Socket with regard to access to, use of, services provided by, or information obtained pursuant to the CenturyTel Operations Support Systems that are described within the various articles of the Interconnection Agreement.
- 1.2 This Article XIII sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services, ancillary services, interconnection and unbundled network elements provided under this Agreement so that Socket can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyTel.
- 1.3 This Article XIII shall be interpreted consistently with the determinations of the Missouri Public Service Commission that:
  - 1.3.1 CenturyTel is not required to provide “real-time” updates or extensive system overhauls;
  - 1.3.2 The Parties are to develop in conjunction with the implementation of this Agreement a process that allows for electronic information to be incorporated into the CenturyTel Operations Support Systems without the need for manual intervention (the “OSS Process”). For purposes of this Article XIII, the OSS Process to be developed:
    - 1.3.2.1 Shall not require “real-time” updates or extensive overhauls to the CenturyTel Operations Support Systems or to the services or facilities provided to Socket for access to the CenturyTel Operations Support Systems;
    - 1.3.2.2 May be as simple as the adoption of a “cut and paste” function;
    - 1.3.2.3 Shall be governed by the goal of increasing efficiencies and the accuracy of wholesale transactions;
    - 1.3.2.4 Shall offer “selectable fields” to further reduce inaccuracies where such modification to the CenturyTel ordering systems is a simple modification;
    - 1.3.2.5 Shall provide for manual ordering processes only in very limited circumstances;
    - 1.3.2.6 Shall accept electronic ASRs through either a web-based system or through email;
  - 1.3.3 CenturyTel shall review its processes and improve efficiencies such that

Socket is provided accurate and thorough CSR data in a timely manner; and

1.3.4 The Commission did not order CenturyTel to implement the access to OSS that Socket requested.

## **2.0 DEFINITIONS**

- 2.1 CenturyTel Operations Support Systems: CenturyTel systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.2 CenturyTel OSS Services: Access to CenturyTel Operations Support Systems functions. The term "CenturyTel OSS Services" includes, but is not limited to: (a) CenturyTel's provision of Socket Usage Information to Socket pursuant to Sections 2.8 and 9.0 below; (b) CenturyTel's provision of Socket Billing Information to Socket pursuant to Sections 2.9 and 10.0 below; and (c) "CenturyTel OSS Information," as defined in Section 2.4 below.
- 2.3 CenturyTel OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyTel to provide CenturyTel OSS Services or CenturyTel Pre-OSS Services to Socket.
- 2.4 CenturyTel OSS Information: The term "CenturyTel OSS Information" includes, but is not limited to: (a) any Customer Information related to a Socket customer accessed by, or disclosed or provided to, Socket through or as a part of CenturyTel OSS Services or CenturyTel Pre-OSS Services; (b) any Socket Usage Information (as defined in Section 2.8 below); and (c) any Socket Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, Socket.
- 2.5 CenturyTel Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyTel OSS Service and that CenturyTel offers to provide to Socket prior to, or in lieu of, CenturyTel's provision of the CenturyTel OSS Service to Socket. The term "CenturyTel Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyTel Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.
- 2.6 CenturyTel Retail Telecommunications Service: Any Telecommunications Service that CenturyTel provides at retail to subscribers that are not telecommunications carriers. The term "CenturyTel Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.

- 2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 Socket Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by Socket under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel end-user retail customer.
- 2.9 Socket Billing Information: The billing information for a CenturyTel Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by Socket under this Agreement (as well as Meet-Point Billing Data), purchased by Socket under this Agreement that CenturyTel would provide if CenturyTel was furnishing such services or facilities to a CenturyTel customer.

### **3.0 SERVICE PARITY AND STANDARDS**

- 3.1 Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Commission for any local services, Unbundled Network Elements, ancillary functions, and interconnection provided by CenturyTel to Socket for resale or use in the provision of Telecommunications Services.
- 3.2 Where Provisioning Intervals or other service standards are expressly set forth in Article XV and its associated attachments, appendices, or tables, or other Articles of this Agreement, the Parties agree that performance to the standards set forth in Article XV or its associated attachments or appendices or other Articles of this Agreement, shall constitute compliance with Applicable Law.

### **4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES**

If CenturyTel makes enhancements to the CenturyTel OSS Facilities or implements real time automated electronic interfaces, the Parties agree that: (a) to the extent practicable, Socket will use such interfaces to obtain CenturyTel OSS Services; and (b) CenturyTel may at its option discontinue any CenturyTel OSS Facilities that the enhanced facilities have been designed to replace.

## **5.0 NOTICES**

Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided by electronic mail or other electronic means.

## **6.0 CENTURYTEL OSS SERVICES**

6.1 Upon request by Socket, CenturyTel shall provide to Socket, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-OSS Services, or at CenturyTel's option, access to CenturyTel OSS Services. CenturyTel shall not be required to provide Socket access to CenturyTel OSS Services if CenturyTel provides Socket access to applicable CenturyTel Pre-OSS Services.

6.2 Subject to the requirements of Applicable Law, CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services that will be offered by CenturyTel, shall be as determined by CenturyTel. Subject to the requirements of Applicable Law, CenturyTel shall have the right to change CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services, from time-to-time, without the consent of Socket.

6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide.

## **7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES**

7.1 CenturyTel OSS Facilities may be accessed and used by Socket only for Socket's access to and use of CenturyTel Pre-OSS Services or CenturyTel OSS Services pursuant to and in accordance with this Agreement.

7.2 CenturyTel OSS Facilities may be accessed and used by Socket only to provide Telecommunications Services to Socket customers in the State.

7.3 Socket shall restrict access to and use of CenturyTel OSS Facilities to Socket. Socket shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except Socket's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.

7.4 Socket shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities; (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or

third-party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person; or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for Socket's use under this Section 7.0.

- 7.5 Socket shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).
- 7.6 All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by Socket only in connection with Socket's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by Socket as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by Socket to CenturyTel upon the earlier of request by CenturyTel or the expiration or termination of the Agreement.
- 7.7 Socket's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for Socket's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of CenturyTel OSS Facilities by Socket's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. Socket shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.
- 7.8 CenturyTel will provide Socket with access to the CenturyTel Pre-OSS Services and CenturyTel OSS Facilities during the same hours of operation that apply to CenturyTel's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyTel shall provide support during Retail Operations Hours sufficient to provide Socket with service at the same level provided to CenturyTel's own retail operations.

## **8.0 CENTURYTEL OSS INFORMATION**

- 8.1 Subject to the provisions of this Agreement and Applicable Law, Socket shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyTel OSS Information during the term of this Agreement, for Socket's internal use for the provision of Telecommunications Services to Socket customers in the State.
- 8.2 All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article XIII, Socket shall

acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.

- 8.2.1 Socket shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.
- 8.2.2 Socket shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except Socket's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.
- 8.2.3 Socket's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for Socket's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article XIII. Any access to, or use or disclosure of, CenturyTel OSS Information by Socket's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. Socket shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.
- 8.2.4 Socket's right to use CenturyTel OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article XIII; or (b) expiration or termination of the Agreement.
- 8.2.5 All CenturyTel OSS Information received by Socket shall be destroyed or returned by Socket to CenturyTel, upon expiration, suspension or termination of the right to use such CenturyTel OSS Information.
- 8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article XIII (including, but not limited to, Article III, Sections 2 and 55 of the Agreement and Section 11.1 below), Socket's access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.
  - 8.3.1 CenturyTel shall have the right (but not the obligation) to audit Socket to ascertain whether Socket is complying with the requirements of Applicable Law and this Agreement with regard to Socket's access to, and use and disclosure of, CenturyTel OSS Information.
  - 8.3.2 Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel shall have the

right (but not the obligation) to monitor Socket's access to and use of CenturyTel OSS Information which is made available by CenturyTel to Socket pursuant to this Agreement, to ascertain whether Socket is complying with the requirements of Applicable Law and this Agreement, with regard to Socket's access to, and use and disclosure of, such CenturyTel OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Socket's access to and use of CenturyTel OSS Information which is made available by CenturyTel to Socket through CenturyTel OSS Facilities.

8.3.4 Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of Socket pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have the right (but not the obligation) to use and disclose information obtained by CenturyTel pursuant to this Article XIII to enforce CenturyTel's rights under the Agreement or Applicable Law.

#### 8.4 CPNI

8.4.1 Socket will not access CenturyTel's pre-order functions to view CPNI of another carrier's customer unless Socket has obtained an authorization for release of CPNI from the customer. Socket will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing CPNI information.

8.4.2 Socket must maintain records of individual customers' authorizations for change in local exchange service and/or release of CPNI, which adhere to all requirements of state and federal law.

8.4.3 Socket is solely responsible for determining whether proper authorization has been obtained. Socket shall indemnify, defend, and hold CenturyTel and other applicable indemnified persons harmless pursuant to Article III, Section 28 from any Claim arising out of or relating to Socket's failure to obtain proper CPNI consent from a customer.

#### 8.5 DATA VALIDATION FILES

8.5.1 Upon request, CenturyTel will provide Socket with any of the following Data Validation Files via, at CenturyTel's option, CD-ROM, downloadable, email, or other electronic format:

8.5.1.1 SAG (Street Address Guide)

8.5.1.2 Feature/Service Availability by Switch

8.5.1.3 Directory Names

8.5.1.4 Class of Service Codes

8.5.1.5 Community Names

8.5.1.6 Yellow Page Headings

8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 Socket may obtain a Data Validation File not more than once per month.

8.6 Subject to Article III, Section 29, CenturyTel will provide Socket with online access to complete documentation and user manuals that set forth the methods and procedures Socket must use in order to utilize the CenturyTel Pre-OSS Services or CenturyTel OSS Facilities, including the existing CenturyTel Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyTel. Socket agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel Pre-OSS Services of CenturyTel OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

## **9.0 SOCKET USAGE INFORMATION**

9.1 Socket Usage Information will be available to Socket through the following:

9.1.1 Daily Usage File through FTP or Connect:Direct.

9.1.2 Socket Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.

9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.

9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Socket Usage Information will be provided to Socket shall be determined by CenturyTel.

## **10.0 SOCKET BILLING INFORMATION**

10.1 Socket Billing Information will be available to Socket through the following means:

10.1.1 Monthly Web GUI Online through MyAccount;

10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or

10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.

- 10.2 To the extent that Socket Billing Information is not available by one of the means set forth in Section 10.1, CenturyTel may provide it in paper or other format.

**11.0 LIABILITIES AND REMEDIES**

- 11.1 If Socket or an employee, agent or contractor of Socket at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyTel, then, except as otherwise required by Applicable Law, CenturyTel shall have the right, upon notice to Socket, to suspend or terminate the right to use CenturyTel OSS Information granted by Section 8.1 above and/or the provision of CenturyTel OSS Services, in whole or in part.
- 11.2 Socket agrees that CenturyTel would be irreparably injured by a breach of this Article XIII by Socket or the employees, agents or contractors of Socket, and that CenturyTel shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 11.3 Any breach of any provision of this Article XIII by any employee, agent, or contractor of Socket shall be deemed a breach by Socket.

**12.0 RELATION TO APPLICABLE LAW**

The provisions of this Article XIII shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by CenturyTel of any right with regard to protection of the confidentiality of the information of CenturyTel or CenturyTel customers provided by Applicable Law.

**13.0 COOPERATION**

Socket, at Socket's expense, shall reasonably cooperate with CenturyTel in using CenturyTel OSS Services or CenturyTel Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

- 13.1 Socket shall provide Capacity Planning and Forecasts in accordance with Section 12.0, Article III, General Provisions.
- 13.2 Socket shall reasonably cooperate with CenturyTel in submitting orders for CenturyTel Telecommunications Services and otherwise using the CenturyTel OSS Services or CenturyTel Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyTel OSS Services or CenturyTel Pre-OSS Services.

13.3 Upon CenturyTel's request, Socket shall participate in reasonable cooperative testing of CenturyTel OSS Services or CenturyTel Pre-OSS Services and shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyTel OSS Services or CenturyTel Pre-OSS Services.

**14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO SOCKET CUSTOMERS**

14.1 CenturyTel shall have the right to access, use and disclose information related to Socket customers that is in CenturyTel's possession (including, but not limited to, in CenturyTel OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyTel's rights, or is authorized by the Socket customer in the manner required by Applicable Law.

14.2 Upon request by CenturyTel, Socket shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to Socket's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyTel to obtain information related to Socket customers (as authorized by the applicable Socket customer), to permit customers to transfer service from one telecommunications carrier to another, and for such other purposes as may be permitted by Applicable Law.

**15.0 CENTURYTEL PRE-OSS SERVICES**

15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel, and CenturyTel shall have the right to change CenturyTel Pre-OSS Services, from time-to-time, without the consent of Socket.

15.1.1 Socket shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time Socket desires to place a request for a CSR or an LSR, Socket may submit its request or order by means of electronic mail or facsimile.

15.1.2 Socket shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyTel may provide.

15.1.3 Socket shall use a CenturyTel-provided 1-800 number for all trouble ticket and maintenance issues.

15.2 CenturyTel shall develop within 90 days of the Effective Date of this Agreement improvements to the CenturyTel Pre-OSS Services for the

preparation, acceptance, and processing of LSRs and ASRs and of requests for CSRs.

- 15.2.1 CenturyTel shall provide Socket with an electronic form for the placement of CSR requests and LSRs via the Web GUI and for the placement of ASRs via email or other electronic means (the "Electronic Form").
  - 15.2.1.1 The Electronic Form shall provide drop down box selectable fields where feasible.
  - 15.2.1.2 CenturyTel Pre-OSS Services shall permit information submitted via the Electronic Form to be incorporated into CenturyTel Operations Support Systems by means of a "cut-and-paste" function or other mechanism that increases efficiencies and minimizes manual intervention.
- 15.2.2 CenturyTel shall provide Socket with a response to a request for a CSR within 6 Business Hours (as defined in Article XV, Section 1.3.5.1) of receipt. CenturyTel will use reasonable efforts to ensure that its response to Socket's request for a CSR is both accurate and thorough. Within 90 days of the Effective Date of this Agreement, CenturyTel shall review its procedures for processing Socket's requests for CSRs to improve efficiencies and the accuracy of responses.
- 15.3 This section shall apply except where Article III, Section 29, applies. CenturyTel is entitled to recover the costs of providing access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities, or other means. CenturyTel shall recover its costs of creating, implementing, or maintaining access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities or other means from Socket and other users of such services or facilities in a competitively neutral manner. CenturyTel's prices for CenturyTel Pre-OSS Services or other access to CenturyTel Operations Support Systems, or other methods of recovery of the cost of providing interim or permanent access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, CenturyTel OSS Facilities, or other means shall be as determined by the Commission upon CenturyTel's submission in accordance with Applicable Law.
- 15.4 Any obligation imposed on Socket hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.

- 15.5 Socket acknowledges that the CenturyTel OSS Information is subject to change from time to time.

**16.0 CANCELLATIONS**

CenturyTel may cancel orders for service that have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision.)

**17.0 NOTICES**

- 17.1 This Article XIII, specifically including this Section 11.0, shall be read to harmonize with and to support the various terms of the Parties' agreements regarding Socket's access to and the use of services and unbundled network elements provided by CenturyTel under this Agreement. Nothing herein is intended to supersede or replace such terms.

- 17.2 Except as specified elsewhere in this Agreement, CenturyTel shall communicate official information to Socket via the CenturyTel website, with email notification of such postings. The email notification directing Socket to CenturyTel's website will contain, at a minimum, the subject of the change posted to the website and a website link to the posting. In addition, the website itself will contain a "change log." This process shall cover a variety of subjects, including updates on product/service promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.2.1 Consistent with Article III, Section 12.1, CenturyTel agrees to provide Socket with advance notice of changes in the information necessary for the transmission and routing of services using CenturyTel's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. As specified in Article III, Section 54.4, this Agreement is not intended to limit CenturyTel's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, nor to limit Socket's access to UNEs provided over those facilities.

17.2.2 CenturyTel will notify Socket, at the time a tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyTel offers Telecommunications Services at retail to subscribers who are not telecommunications carriers. Such changes shall include, but not be limited to, the introduction of any new features, functions, services, promotions, or the discontinuance or grandfathering of current features and

services. CenturyTel shall provide notice to Socket of such tariff changes by posting the same to CenturyTel's website, with email notification of such postings.

- 17.2.3 Except as otherwise specified elsewhere in this Agreement, all changes to standard practices will be posted on the CenturyTel website prior to implementation, with email notification of such postings. The email notification directing Socket to CenturyTel's website will contain, at a minimum, the subject of the change posted to the website and a website link to the posting. In addition, the website itself will contain a "change log." Posting will include CenturyTel personnel who may be contacted by Socket to provide clarification of the scope of the change and timeline for implementation. Socket reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on Socket, with escalation through the dispute resolution process.
- 17.3 For resold services, CenturyTel shall provide the following:
  - 17.3.1 CenturyTel shall provide a Firm Order Commitment (FOC) for each order within 48 hours of Socket submitting the order. Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.
  - 17.3.2 The FOC will contain, at a minimum, an enumeration of Socket's resale order consisting of the end user's Telephone Number, CenturyTel Assigned Telephone Number, Purchase Order Number (PON), and CenturyTel's commitment date for order completion (Committed Due Date).
  - 17.3.3 Upon work completion, CenturyTel will provide Socket an SOC (Service Order Completion) notice via facsimile, e-mail or other method agreed upon by the Parties.
  - 17.3.4 As soon as identified, CenturyTel will provide Socket any reject error notifications via facsimile, e-mail or other method agreed upon by the Parties.
  - 17.3.5 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.
  - 17.3.6 CenturyTel will provide Socket with an electronic notice of customers who change their local carrier.

- 17.3.7 CenturyTel will provide Line Loss Notifications to Socket.
- 17.4 For Unbundled Network Elements, the following notice provisions apply:
- 17.4.1 In the event that CenturyTel denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with any tariffed service or any network elements possessed by Socket, CenturyTel shall provide written notice to Socket of such denial and the basis thereof.
- 17.4.2 CenturyTel will provide Socket reasonable notification of service-affecting activities that may occur in normal operation of CenturyTel's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and major network facilities change-out. Generally, such activities are not individual service specific, but affect many services. No specific advance notification period is applicable to all such service activities. Reasonable notification procedures will be negotiated by CenturyTel and Socket.
- 17.4.3 CenturyTel shall notify Socket thirty (30) days in advance of changes/additions to its standard error codes.
- 17.4.4 CenturyTel will provide notification of network changes in accordance with 47 C.F.R. §§ 51.325-335.
- 17.4.5 Each Party will provide the other Party written notice of any upgrades in its network which could reasonably be expected to materially impact the other Party's service consistent with the timelines and guidelines established by 47 C.F.R. §§ 51:325-335.
- 17.4.6 CenturyTel shall provide a Firm Order Commitment (FOC) consistent with the terms set forth in Article XV. The FOC will contain industry-standard information.
- 17.5 The following notices are required regarding ordering and provisioning:
- 17.5.1 CenturyTel shall provide a Firm Order Commitment (FOC) consistent with the terms set forth in Article XV. The FOC will contain industry-standard information.
- 17.5.2 Within 24 hours of CenturyTel's receipt of an order from Socket, CenturyTel shall review the order in order to identify LSOG and ASOG OBF compliance errors on the order. If CenturyTel finds errors in an order submitted by Socket, CenturyTel will identify all known errors on the order and refer them back to Socket on a single response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.

- 17.5.3 CenturyTel will, upon work completion, provide Socket with a Service Order Completion notice for LSRs via email, facsimile, or other method agreed upon by the Parties for each LSR that states the order was completed. In the event that CenturyTel is unable to complete an order, CenturyTel shall provide a Jeopardy Notice via email or facsimile as soon as CenturyTel realizes that it will be unable to complete the Service Order. That Jeopardy Notice shall include a request for a supplemental order to revise the due date. For ASRs, the live test between CenturyTel and Socket shall constitute notice to Socket of ASR work order completion.
- 17.5.4 When Socket or Socket's end-user is not ready for service by or on the Due Date (DD), and CenturyTel visits the customer premises, CenturyTel will return a Jeopardy Notice to Socket.
- 17.5.5 If Socket requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC), CenturyTel will, where available, move the requested unbundled loop(s) to a spare, existing physical or a universal digital loop carrier unbundled loop at no additional charge to Socket. If, however, no spare unbundled loop is available, CenturyTel will, within four (4) Business Days, excluding weekends and holidays, of Socket's request, notify Socket of the lack of available facilities.
- 17.6 CenturyTel shall provide Socket with publication schedules, including the directory close dates for the White Pages associated with areas where Socket is providing local service. This information shall be provided to Socket within ten (10) days of the Effective Date of this Agreement. CenturyTel will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to CenturyTel of the schedule or update, but not later than thirty (30) calendar days prior to such changes becoming effective.