ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

1.0 INTRODUCTION

- 1.1 This Article 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.
- 1.2 As of the Effective Date of this Agreement, CenturyTel will provide OSS functions through its currently existing Pre-OSS Systems and its existing OSS Facilities which are used with or in the Pre-OSS Systems and which provide Socket the ability to access and use information in CenturyTel's OSS Systems.

2.0 DEFINITIONS.

- 2.1 <u>CenturyTel OSS Systems</u>: The term "CenturyTel OSS Systems" means all of the systems that now exist and any enhancements or improvements to those systems made by CenturyTel in the future for providing to Socket and other CLECs the OSS functionality and information to which CLECs are entitled under the Telecommunications Act and/or FCC rules relating to pre-ordering, ordering, provisioning, maintenance and repair, and billing, that are similar to the CenturyTel databases, information, systems and processes that CenturyTel has created and uses in the provision of service to its own retail customers.
- 2.2 <u>CenturyTel OSS Facilities</u>: Any gateways, interfaces, facilities, equipment, software or processes developed by CenturyTel that it uses and/or that it makes available to Socket to use as part of CenturyTel's Pre-OSS Systems or CenturyTel's OSS Systems, or as the means by which Socket obtains access to the OSS functionality and information to which CLECs are entitled under the Telecommunications Act and/or FCC rules.
- 2.3 <u>CenturyTel Pre-OSS Systems</u>: The term "CenturyTel Pre-OSS Systems" means existing systems that allow Socket to obtain the pre-ordering, ordering, provisioning, maintenance/repair, and billing functions and that CenturyTel provides to Socket prior to, or in lieu of, CenturyTel's provision of a partially or fully automated real-time CenturyTel OSS system(s). Pre-OSS Systems include, but are not limited to, the functionality of obtaining customer service records (CSRs) as part of Socket's pre-ordering activity and the functionality of Socket's order placement for UNEs and for resale of CenturyTel Retail Telecommunications Services through the use of facsimile, electronic mail, or the

Web-based graphical user interface (Web GUI) also known as the CenturyTel Internet Services Customer Portal, as well as the use of 800 numbers for reporting and receiving updates on maintenance and repair issues.

- 2.4 <u>CenturyTel Retail Telecommunications Service</u>: 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.
- 2.5 <u>Customer Confidential Information</u>: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Telecommunications Act, 47 U.S.C. § 222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of telecommuncations services or products.

3.0 CENTURYTEL OSS SYSTEMS AND OSS FACILITIES

- 3.1 Upon request by Socket, CenturyTel shall provide to Socket, access to CenturyTel Pre-OSS Systems, including access to CenturyTel's OSS Facilities where such access is appropriate and consistent with the terms of this Agreement. At such time as CenturyTel implements enhancements to its OSS Systems and/or to its Pre-OSS Systems, CenturyTel shall provide Socket access to these as well.
- 3.2 CenturyTel shall provide technical and operational support for CenturyTel OSS Systems and CenturyTel Pre-OSS Systems. Each Party shall provide to the other Party contact telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning, maintenance/repair, and billing of services. The telephone numbers provided by each Party to the other will be answered by capable staff trained to answer questions and resolve problems that arise in connection with the CenturyTel OSS Systems and/or CenturyTel Pre-OSS Systems. Each Party shall also provide the other with its escalation procedures and contact information in the event that escalation is necessary to resolve a problem.
- 3.3 Subject to the requirements of Applicable Law, the functionality of the CenturyTel OSS Systems and Pre-OSS Systems shall be determined by CenturyTel; provided however, that no change to the OSS Systems, Pre-OSS Systems, or to the functionality or services available to Socket through CenturyTel's OSS Systems, will have the effect of reducing the efficiency or accuracy of the pre-ordering, ordering, provisioning, maintenance/repair or billing activities that are being performed.

- 3.4 The CenturyTel OSS Systems and Pre-OSS Systems may be accessed and used by Socket for the purpose of obtaining the OSS functions identified in Section 1.1 for use in providing Telecommunications Services to customers in the State and only in accordance with this Agreement.
- 3.5 CenturyTel will provide Socket with access to the CenturyTel Pre-OSS Systems and OSS Systems 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. CenturyTel shall ensure adequate staffing in its service centers during these hours to provide Socket with service at the same level that CenturyTel provides to itself .
- 3.6 All practices and procedures for access to and use of the CenturyTel OSS Systems and Pre-OSS Systems, and all access and user identification codes for access to (a) shall remain the property of the OSS Systems and Pre-OSS Systems: CenturyTel; (b) shall be used by Socket only in connection with Socket's use of these CenturyTel OSS Systems and Pre-OSS Systems permitted by this Section 3.0 and Section 1.0 of this Article; (c) shall be treated by Socket as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of this 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 this Agreement. Socket shall comply with all practices and procedures established by CenturyTel and provided to Socket for access to and use of the CenturyTel OSS Systems and CenturyTel Pre-OSS Systems (including, but not limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).
- 3.7 Any access to or use of the CenturyTel OSS Systems and CenturyTel OSS Facilities 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 Section 3.0 of this Article. Socket shall instruct its employees, agents, and contractors as to the requirements of this Article and Section 14.0 of Article III of this Agreement, and the confidentiality of CPNI.
- 3.8 Socket shall not alter, modify or damage CenturyTel OSS Facilities to which Socket is given access as the means by which Socket is to obtain access to CenturyTel OSS Systems and CenturyTel Pre-OSS Systems. Socket is responsible for obtaining commercial software and hardware, e.g., a computer with Windows and Internet Explorer, necessary to access CenturyTel's Web GUI. CenturyTel shall have the right to impose reasonable license terms on any software developed by CenturyTel or to which CenturyTel has or claims an intellectual property right that CenturyTel provides to Socket. Socket shall not copy, remove, derive, reverse engineer, modify or decompile any software that CenturyTel provides to Socket and to which CenturyTel claims any intellectual property rights or any

proprietary software that is in the OSS Facilities. With respect to intellectual property rights asserted or retained by CenturyTel's third-party vendors in their contracts with CenturyTel, Socket's use of the affected OSS Facilities and CenturyTel's obligations regarding such OSS Facilities shall be consistent with the provisions of Section 29.0 of Article III.

4.0 PRE-ORDER INTERFACES AND FUNCTIONALITY

- 4.1 As of the Effective Date of this Agreement, CenturyTel will provide access to pre-order functions to support Socket's ordering of Resale services and UNEs via the existing CenturyTel Pre-OSS System.
- 4.2 The Parties agree that the Commission has explicitly encouraged CenturyTel to make the efficient access to CSRs a priority in the development and enhancement of OSS functionality. CenturyTel agrees that it will review the CenturyTel Pre-OSS Systems and CenturyTel OSS Facilities existing as of the Effective Date of this Agreement as they impact CLEC access to CSRs and shall identify the steps that could be taken to improve efficiencies such that Socket is provided accurate and thorough CSR data in a timely manner and at parity with the information available to CenturyTel's employees for the provision of service to its retail customers. CenturyTel will complete the review and report the results of the review to Socket within ninety (90) days of the Effective Date of the Agreement. CenturyTel's report will include its proposed plan for changes to the Pre-OSS Systems or procedures regarding requests for CSRs by Socket. to improve Socket understands that such improvements will not include efficiencies. designing or implementing an automated electronic (real-time) OSS system, and that development of such a system may be considered by CenturyTel but is not required under this Agreement. Changes to the Pre-OSS Systems identified in the report and proposed plan will be implemented according to the change management guidelines set forth in Article III of this Agreement.
- 4.3 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, CenturyTel will provide Socket with any of the following Data Validation Files via CD-ROM, or in downloadable format, no more frequently than once per calendar month.

Data Validation Files:

SAG (Street Address Guide) Feature/Service Availability by Switch Directory Names Class of Service Codes USOC (Universal Service Order Codes) Community Names Yellow Page Headings PIC/LPIC (InterLATA/IntraLATA)

5.0 CENTURYTEL PRE-OSS SYSTEMS ORDERING INTERFACES AND FUNCTIONALITY

- 5.1 The CenturyTel Pre-OSS Systems will provide access to order functions to support Socket's ordering of Resale services, UNEs, UNE combinations, number ports, directory listings, interconnection facilities, and ancillary functions. That functionality shall, at a minimum, permit Socket to submit orders and make changes to Resale Services, UNEs, UNE combinations, Interconnection Facilities, Numbers Ports, and Directory Listings.
- 5.2 The CenturyTel Pre-OSS Systems shall provide Socket with a response to a request for a CSR within 6 Business Hours (as specified 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.
- 5.3 Socket shall place orders for Resale Services, UNEs, UNE Combinations, Directory Listings and number ports by submitting LSRs via CenturyTel's Internet Services Customer Portal. In the event CenturyTel's Internet Service Customer Portal is not working, Socket may submit orders via electronic mail or facsimile.
- 5.4 Socket shall place orders for Interconnection Facilities by submitting ASRs electronically via CenturyTel's Internet Services Customer Portal or equivalent interface or electronic-mail.
- 5.5 CenturyTel shall notify Socket of changes to order status via e-mail or other means mutually agreed to by the Parties.
- 5.6 The Parties agree that manual intervention by CenturyTel employees into orders submitted by Socket via the CenturyTel Internet Services Customer Portal or equivalent interface or electronic-mail will be eliminated as ordered by the Commission within 90 days of the effective date of the Agreement. Specifically included among the changes to CenturyTel's existing processes are the following:
 - 5.6.1 CenturyTel shall provide selectable-list fields in interfaces and forms for orders submitted via its CenturyTel Internet Services Customer Portal or equivalent interface or electronic-mail.
 - 5.6.2 CenturyTel shall develop ordering interfaces and procedures that require no manual intervention for orders submitted via CenturyTel's Internet Services Customer Portal or equivalent interface and electronic mail that

require no manual intervention for Socket's orders to flow-through into CenturyTel's own systems.

- 5.7 CenturyTel shall provide notice of changes to order status by e-mail each time the status of an order changes.
- 5.8 CenturyTel shall also provide maintenance and repair functionality to Socket for all functions and services Socket obtains through the CenturyTel Pre-OSS Systems and all subsequent enhancements. In order to report maintenance and repair problems that a Socket customer has reported to Socket or that Socket has discovered independently, Socket shall use the procedures set forth in Article IX.
- 5.9 CenturyTel will provide Socket complete documentation and user manuals that set forth the methods and procedures Socket must use in order to utilize the CenturyTel OSS Systems, including the existing CenturyTel Pre-OSS Systems, and OSS Facilities, as well as all enhancements, improvements and changes implemented in the future by CenturyTel.
 - 5.9.1 Socket agrees that all documentation and manuals are for internal use, and can be duplicated only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel's OSS Systems 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.

6.0 PROPER USE OF THE CENTURYTEL OSS SYSTEMS AND CENTURYTEL OSS FACILITIES, INCLUDING INTERFACES

- 6.1 Socket agrees to utilize the CenturyTel OSS Systems and CenturyTel Pre-OSS Systems, including OSS Facilities and interfaces, only for the purposes of this Agreement. Socket shall be responsible for and indemnifies CenturyTel against any cost, expense, or liability relating to any unauthorized entry or access into, or use or manipulation of, the CenturyTel OSS Systems that arises from Socket systems, workstations or terminals or by Socket employees, agents, or any third party gaining access through information obtained from and/or access to OSS Facilities utilized by Socket.
- 6.2 CPNI
 - 6.2.1 Socket will not access CenturtyTel's pre-order functions to view Customer Proprietary Network Information (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.

- 6.2.2 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.
- 6.2.3 Socket is solely responsible for determining whether proper authorization has been obtained and holds CenturyTel harmless from any loss caused by Socket's failure to obtain proper CPNI consent from a customer.
- 6.3 Audit of Socket Use of the CenturyTel OSS Systems
 - 6.3.1 In the event CenturyTel has good cause to believe that Socket has used the CenturyTel OSS Systems in a way that conflicts with this Agreement or Applicable Law, CenturyTel shall provide Socket written notice describing the alleged misuse ("Notice of Misuse"). Socket shall respond in writing to CenturyTel's Notice of Misuse within ten (10) days after receipt of the Notice of Misuse. In the event Socket agrees with CenturyTel's allegation of misuse, Socket shall refrain from the alleged misuse during the term of this Agreement. In the event Socket disagrees with CenturyTel's allegation of misuse, either Party may invoke Dispute Resolution pursuant to Section 6.3.2 below.
 - 6.3.2 The Dispute Resolution Process set forth in the Section 18 of Article III shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with CenturyTel's security guidelines. Except as otherwise set forth in this Article, Socket's liability for improper or unauthorized use of or access to the CenturyTel OSS Systems shall be governed by Article III of the Agreement.
 - 6.3.3 After the time for Socket's response to Notice of Misuse and upon notice and good cause shown, CenturyTel shall have the right to conduct an audit of Socket's use of the the CenturyTel OSS Systems. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of Socket's use of the CenturyTel OSS Systems is justified under the circumstances that exist at the time CenturyTel elects to conduct such an audit and that Socket's response to the Notice of Misuse is insufficient to cure such alleged misuse. Such audit shall be limited to auditing those aspects of Socket's use of the CenturyTel OSS Systems that relate to CenturyTel's allegation of misuse as set forth in the Notice of Misuse. CenturyTel shall give ten (10) days advance written notice of its intent to audit Socket ("Audit Notice") under this Section, and shall

Socket proposed conforming Article XIII OSS

> identify the type of information needed for the audit. Such Audit Notice may not precede CenturyTel's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), Socket shall provide CenturyTel with access to the requested information in any reasonably requested format, at an appropriate Socket location, unless otherwise agreed to by the Parties. The audit shall be at CenturyTel's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without the necessity for marking such information confidential. CenturyTel agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within CenturyTel or any CenturyTel Affiliate.

7.0 CHARGES FOR ACCESS TO OSS SYSTEMS AND OSS FACILITIES, INCLUDING INTERFACES

This Agreement does not include flat rate charges for Socket's access to and use of the CenturyTel OSS Systems, including the existing Pre-OSS Systems, or access to and use of CenturyTel OSS Facilities, including interfaces. In the event CenturyTel elects to propose new rates and charges for access to and use of any or of its Systems and/or Facilities, or if CenturyTel decides to develop and implement automated OSS Systems in the future, the Parties may negotiate rates and amend this Agreement accordingly. In the event the Parties are unable to reach agreement on new rates, CenturyTel may file a request with the Commission to set new rates and charges for access to and use of any or all of these Systems.

8.0 TESTING.

Upon CenturyTel's request, Socket shall participate in reasonable cooperative testing of the CenturyTel OSS Systems and the existing CenturyTel Pre-OSS Systems. Socket shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies identified. Prior to the introduction of new applications or interfaces, or modifications of same, upon the request of either Party, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

9.0 FUTURE ENHANCEMENTS TO CENTURYTEL PRE-OSS SYSTEMS OR TO CENTURYTEL OSS FACILITIES.

If CenturyTel makes enhancements to to the CenturyTel Pre-OSS Systems, or implements real time automated interfaces, the Parties agree that: (a) to the extent practicable, Socket will use such enhancements or interfaces; and (b) CenturyTel may at

its option discontinue use or availability of any CenturyTel Pre-OSS Systems or OSS Systems that the enhancements or real-time interfaces were designed to replace and do replace. Any changes to CenturyTel Pre-OSS Systems or OSS Systems shall be done in accordance with the change management provisions set out in Article III of this Agreement.

10.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO SOCKET CUSTOMERS.

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) (1) to the extent such access, use and/or disclosure is necessary to enforce CenturyTel's rights, (2) to the extent such access, use and/or disclosure is authorized by the Socket customer in the manner required by Applicable Law, and (3) to the extent such access, use and/or disclosure is hall do so only pursuant to the terms of Sections 14 and 27 of Article III.

11.0 NOTICES.

- 11.1 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.
- 11.2 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.
 - 11.2.1 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.

- 11.2.2 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.
- 11.2.3 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.
- 11.3 For resold services, CenturyTel shall provide the following:
 - 11.3.1 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.
 - 11.3.2 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).

- 11.3.3 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.
- 11.3.4 As soon as identified, CenturyTel will provide Socket any reject error notifications via facsimile, e-mail or other method agreed upon by the Parties.
- 11.3.5 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.
- 11.3.6 CenturyTel will provide Socket with an electronic notice of customers who change their local carrier.
- 11.3.7 CenturyTel will provide Line Loss Notifications to Socket.
- 11.4 For Unbundled Network Elements, the following notice provisions apply:
 - 11.4.1 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.
 - 11.4.2 CenturyTel will provide Socket reasonable notification of serviceaffecting 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.
 - 11.4.3 CenturyTel shall notify Socket thirty (30) days in advance of changes/additions to its standard error codes.
 - 11.4.4 CenturyTel will provide notification of network changes in accordance with 47 C.F.R. §§ 51.325-335.
 - 11.4.5 Each Party will provide the other Party written notice of any upgrades in its network which could reasonably be expected to

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materially impact the other Party's service consistent with the timelines and guidelines established by 47 C.F.R. §§ 51:325-335.

- 11.4.6 CenturyTel shall provide a Firm Order Commitment (FOC) consistent with the terms set forth in Article XV. The FOC will contain industry-standard information.
- 11.5 The following notices are required regarding ordering and provisioning:
 - 11.5.1 CenturyTel shall provide a Firm Order Commitment (FOC) consistent with the terms set forth in Article XV. The FOC will contain industry-standard information.
 - 11.5.2 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.
 - 11.5.3 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.
 - 11.5.4 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.
 - 11.5.5 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.

11.6 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.

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.