Section 2.20.7 through Section 2.20.7.4. For purposes of calculating and applying an "annual basis," it means a consecutive 12-month period, beginning upon CenturyTel's written notice that an audit will be performed for the State.

2.20.7.1 [Intentionally omitted]

2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding Socket's compliance with the qualifying service Eligibility Requirements criteria. The independent auditor's report will conclude whether Socket complied in all material respects with this Section 2.20.

2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

2.20.7.4 Should the independent auditor's report conclude that Socket failed to comply in all material respects with Section 2.20, Socket must true-up any difference in payments paid to CenturyTel and the rates and charges Socket would have owed CenturyTel beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Article is effective. Socket shall submit orders to CenturyTel to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which Socket receives a copy of the auditor's report, and Socket shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following CenturyTel's acceptance of such order, unless Socket disputes the auditor's finding and initiates a proceeding at the Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. With respect to any noncompliant circuit for which Socket fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, CenturyTel may initiate and effect such a conversion on its own without any further consent by Socket. Socket must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service or group of wholesale services. Conversion shall not create any avoidable disruption to Socket's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to Socket for any work performed by CenturyTel unless Socket agrees to such charges in advance. Following conversion, Socket shall make the correct payments on a going-forward basis. In no event shall rates set under Section 252(d)(1)

apply for the use of any UNE for any period in which Socket does not meet the service Eligibility Requirements and conditions set forth in this Section 2.20 for that UNE, arrangement, or circuit, as the case may be. Furthermore, if Socket disputes the auditor's finding and initiates a proceeding at the Commission, and, if the Commission upholds the auditor's finding, Socket shall true-up the payments made at UNE rates and the payments it should have paid.

2.20.7.4.1 To the extent that the independent auditor's report concludes that Socket failed to comply in all material respects with the service Eligibility Requirements, Socket shall reimburse CenturyTel for the actual cost of the independent auditor's work performed in auditing Socket's compliance with the service Eligibility Requirements and for CenturyTel's necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that CenturyTel is required to pay for Socket's costs under Section 2.20.7.4.2.

2.20.7.4.2 To the extent the independent auditor's report concludes that Socket complied in all material respects with the service Eligibility Requirements criteria, CenturyTel shall reimburse Socket for its necessary and reasonable staff time, other internal reasonable staff time and other reasonable costs associated with in responding to the audit (*e.g.*, collecting data in response to the auditor's inquiries, meeting for interviews).

2.20.7.5 Socket will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. Socket will maintain this documentation for the term of the Agreement plus a period of two years.

2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, Socket shall fully comply with this Section 2.20 in all cases and, further, the failure of CenturyTel to require such compliance, including if CenturyTel provides a circuit(s), an EEL(s) or a Commingled circuit that does not meet any eligibility criteria including those in this Section 2.20, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

2.21 Reservation of Rights/Intervening Law.

2.21.1 CenturyTel's provision of UNEs identified in this Article is subject to the intervening law/change in law provisions in the Article III of this Agreement and Applicable Law.

2.22 Various Subsections below list the Unbundled Network Elements that CenturyTel has agreed, subject to the other terms and conditions in this Agreement, to make available to Socket for the provision by Socket of a Telecommunications Service. CenturyTel will

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make additional Unbundled Network Elements available pursuant to the BFR process set out in Section 2.38 of this Article.

2.23   Subject to the terms herein, CenturyTel is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. CenturyTel is not otherwise responsible for the Telecommunications Services provided by Socket through the use of those elements.

2.24   Except upon request, CenturyTel will not separate requested network elements that CenturyTel currently combines.

2.25   Where Unbundled Network Elements provided to Socket are dedicated to a single end user, if such elements are for any reason disconnected, they will be made available to CenturyTel for future provisioning needs unless such element is disconnected in error. Socket agrees to relinquish control of any such UNE concurrent with the disconnection of Socket's end user's services.

2.26   Each Party is solely responsible for the services it provides to its end users and to other telecommunications carriers.

2.27   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.

2.28   The use of the term "lease" herein notwithstanding, network elements and Section 251 Unbundled Network Elements provided to Socket under the provisions of this Article will remain the property of CenturyTel.

2.29   The Section 251 Unbundled Network Elements and network elements provided pursuant to this Agreement will be available to CenturyTel at times mutually agreed upon in order to permit CenturyTel to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.30   Except as provided in other Articles to this Agreement, Socket's use of any CenturyTel Section 251 Unbundled Network Element or network element, or of its own equipment or facilities in conjunction with any CenturyTel Section 251 Unbundled Network Element or network element, will not materially interfere with or impair service over any facilities

of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue or refuse service if Socket violates this provision, provided that such termination of service will be limited to Socket's use of the Section 251 Unbundled Network Element(s) or network element causing the violation.

2.31 CenturyTel and Socket will negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters and catastrophic network failures (*e.g.*, interoffice cable cuts and central office power failure) which affect their Telecommunications Services. These plans will provide for restoration and disaster recovery for Socket customers at least equal to what CenturyTel provides for its customers and will allow Socket to establish restoration priority among Socket customers consistent with Applicable Law.

2.32 Order Rejections and Error Codes.

2.32.1 CenturyTel shall advise Socket of all errors that could cause a reject on an order on the initial rejection, with an explanation for each error. The explanations can be in the form of the standard error codes.

2.32.2 CenturyTel shall notify Socket thirty (30) days in advance of changes/additions to its standard error codes.

2.33 Performance of Unbundled Network Elements.

2.33.1 Upon Socket's request, CenturyTel shall provide Socket, in a reasonably prompt manner, technical information about CenturyTel's network facilities sufficient to facilitate Socket's access to UNEs consistent with the requirements of Applicable Law and this Agreement.

2.33.2 [Intentionally omitted]

2.33.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such 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. Socket will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations or procedure of

CenturyTel, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

2.33.4 CenturyTel will provide notification of network changes in accordance with 47 C.F.R. §§ 51.325-335.

2.33.5 For Unbundled Network Elements purchased through the BFR process, CenturyTel, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.

2.33.6 [Intentionally omitted]

2.33.7 Performance measurements applicable to CenturyTel's provisioning of UNEs under this Agreement, if any, will be governed by Article XV.

2.34 If one or more of the requirements set forth in this Article are in conflict, the Parties will mutually agree which requirement will apply.

2.35 When Socket purchases Unbundled Network Elements to provide interexchange services or Exchange Access services for intraLATA traffic originated by or terminating to Socket local service customers, CenturyTel will not collect access charges from Socket or other IXCs except for charges for Exchange Access transport services that an IXC elects to purchase from CenturyTel.

2.36 Socket will connect equipment and facilities that are compatible with the CenturyTel Unbundled Network Elements.

2.37 In the event that CenturyTel asserts that it does not have the ability to provide the requested network elements, CenturyTel shall provide a detailed explanation of the reason CenturyTel cannot provide the requested network elements. If the reason that CenturyTel cannot provide the requested network elements is due to a lack of facilities, CenturyTel shall have no obligation to construct such network elements at Socket's request. However, Socket may request to work with CenturyTel to establish a construction plan, and Socket shall bear all costs associated with engineering and constructing such additional network elements.

2.38 Bona Fide Request (BFR)

2.38.1 The sections below identify Unbundled Network Elements and provide terms and conditions on which CenturyTel will offer them to Socket. Any request by Socket for an additional Unbundled Network Element will be considered under the procedures set forth below. Bona Fide Request ("BFR") is the process by which Socket may submit a request

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for CenturyTel to provide access to a network element that is new, undefined, or part of a new Commingled Arrangement (a "Request"), that is required to be provided by CenturyTel under the Act but is not available under this Agreement. Where facilities and equipment are not Currently Available, or where Socket requests UNEs that are superior or inferior in quality than those that CenturyTel provides to itself, Socket may request and, to the extent required by law and as CenturyTel may otherwise agree, CenturyTel will provide Unbundled Network Elements through the BFR process.

2.38.2 CenturyTel will promptly consider and analyze access to a new Unbundled Network Element with the submission of an Unbundled Network Element BFR hereunder.

2.38.3 Socket may submit an Unbundled Network Element BFR in writing utilizing either its own or CenturyTel's Unbundled Network Element BFR application form, which will include a technical description of each requested Unbundled Network Element, drawings when reasonably necessary, locations where reasonably necessary, a reasonably requested date when interconnection is requested and the projected quantity of interconnection points ordered with a three (3) year demand forecast.

2.38.4 Unless the Parties otherwise agree, the Unbundled Network Element BFR must be priced in accordance with Section 252(d)(1) of the Act.

2.38.5 Socket may cancel an Unbundled Network Element BFR by providing written notice to CenturyTel in a commercially reasonable manner; provided, however, that Socket will pay CenturyTel its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date CenturyTel receives notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and if Socket has provided CenturyTel a deposit and the reasonable and demonstrable costs are less than the deposit, the remaining balance of the deposit will be, at Socket's option, either returned to Socket or credited toward additional developmental costs authorized by Socket. If such cancellation occurs later than ninety (90) calendar days from the date CenturyTel provides its final quote, Socket shall pay CenturyTel all reasonable costs incurred in developing the new element.

2.38.6 CenturyTel will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, CenturyTel will acknowledge receipt of the Unbundled Network Element BFR and, in such acknowledgement, advise Socket of any further information needed for a complete and accurate Unbundled Network Element BFR application form. Socket acknowledges that the time intervals set forth hereafter in this Section 2.38 begin once CenturyTel has received a complete and accurate Unbundled Network Element BFR application form.

2.38.7 Except under extraordinary circumstances, within thirty (30) days of its receipt of an Unbundled Network Element BFR, CenturyTel will provide to Socket a preliminary analysis of such Unbundled Network Element BFR. The preliminary analysis will (i) indicate that CenturyTel will offer the requested UNE to Socket or (ii) advise Socket that CenturyTel will deny its request, (*i.e.*, that access to the Unbundled Network Element BFR is not technically feasible or does not qualify as an Unbundled Network Element that CenturyTel must provide under the Act). If Socket has paid a deposit, CenturyTel will issue a credit to Socket, less CenturyTel's reasonable and demonstrable costs.

2.38.8 Following receipt of the preliminary analysis, Socket may, at its discretion, provide written authorization to CenturyTel to develop the Unbundled Network Element BFR and prepare a BFR final quote. Socket must provide such written authorization within thirty (30) calendar days of receipt of the preliminary analysis. If written authorization is not provided to CenturyTel within thirty (30) calendar days, the Unbundled Network Element BFR will be deemed cancelled, and Socket will be required to submit a new Unbundled Network Element BFR thereafter should Socket desire to pursue a similar Unbundled Network Element.

2.38.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR final quote, CenturyTel shall provide Socket an Unbundled Network Element BFR final quote that will include, at a minimum, a description of each Unbundled Network Element, the availability, the applicable rates (to include costs), the installation intervals, Unbundled Network Element BFR development and processing costs, and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR.

2.38.10 Within thirty (30) calendar days of its receipt of the Unbundled Network Element BFR final quote, Socket must either (1) confirm or cancel its Unbundled Network Element BFR pursuant to the terms and conditions of the Unbundled Network Element BFR final quote or (2) submit any disputed issues with the Unbundled Network Element BFR final quote for dispute resolution as provided for in Article III of this Agreement. If Socket confirms and authorizes the implementation of the requested service as outlined on the BFR, and provides payment of the amount quoted, minus a deposit (if paid), CenturyTel will promptly proceed with developing and providing the Unbundled Network Element.

2.38.11 If a Party to an Unbundled Network Element BFR believes that the other Party is not requesting, negotiating or processing the Unbundled Network Element BFR in good faith, or disputes a determination, or price or cost quote, such Party may submit the matter for dispute resolution as provided for in Article III of this Agreement, which also provides for mediation or arbitration proceedings as needed.

2.38.12 If CenturyTel provides any Unbundled Network Element not identified in this Agreement to a requesting telecommunications carrier through the BFR process, CenturyTel will make available the same Unbundled Network Element, combination or interconnection arrangement to all CLECs, without requiring any additional CLEC to use the BFR process. CenturyTel shall notify all CLECs, pursuant to the process set forth in Article III, Section 32.2, that a new Unbundled Network Element will be available as a result of a BFR at such time as the new UNE becomes available. Whenever Socket requests to purchase a particular CenturyTel Unbundled Network Element that is developed and operational at the time of the Unbundled Network Element BFR, but for which no Unbundled Network Element price has been established or agreed by the Parties, Socket's request will be considered as follows: CenturyTel will provide a price quote for the Unbundled Network Element BFR, consistent with the Act, within ten (10) Business Days following CenturyTel's receipt of Socket's request. If the Parties have not agreed on a price for the Unbundled Network Element within ten (10) Business Days following Socket's receipt of the price quote, either Party may submit the matter for dispute resolution as provided for in Article III, Section 18 of this Agreement.

2.38.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR.

3.0 NETWORK INTERFACE DEVICE

3.1 Apart from its obligation to provide the Network Interface Device (NID) functionality as part of an unbundled loop or subloop, CenturyTel shall also provide nondiscriminatory access to the NID as a UNE, consistent with Section 2.1 of this Article. CenturyTel shall provide a NID as a UNE under the terms and conditions contained in this Section 3.0.

3.2 The NID UNE is defined as any means of interconnection of customer premises wiring to CenturyTel's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the demarcation point between the loop and the end user customer's inside wire. Except in multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building, maintenance and control of the end user customer's inside wiring (*i.e.*, on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user's inside wire on the end user's side of the NID must be resolved by the end user. Pursuant to applicable FCC rules, CenturyTel offers nondiscriminatory access to the NID on an unbundled basis to Socket for the provision of a Telecommunications Service. Socket access to the NID is offered as specified below.

3.3   Socket may obtain unbundled access to the NID on CenturyTel's network side on a stand-alone basis to permit Socket to connect its own loop facilities to the premises wiring at any customer locations. Any repairs, upgrade and rearrangements to the NID required by Socket will be performed by CenturyTel based on Time and Material charges set out in the Pricing Schedule, attached as Article VIIA. CenturyTel, at the request of Socket, will disconnect the CenturyTel local loop from the NID, at charges reflected in Pricing Schedule. Socket may elect to disconnect CenturyTel's local loop from the NID on the customer's side of the NID, but Socket shall not perform any disconnect on the network side of the NID.

3.4   With respect to multiple dwelling units or multiple-unit business premises, Socket shall have the option of connecting directly with the end user's premises wire, or may connect with the end user's premises wire via CenturyTel's NID.

3.5   CenturyTel shall be under no obligation to install a NID in order to enable Socket to interconnect to such NID, but CenturyTel shall make available to Socket any NID that exists at the time Socket seeks interconnections to a NID to serve an end user customer. The NIDs that Socket uses under this Article will be existing NIDs installed by CenturyTel to serve its end users.

3.6   Neither Party shall attach to or disconnect the other Party's ground. Neither Party shall cut or disconnect the other Party's loop from the NID and/or its protector. Neither Party shall cut any other leads in the NID.

3.7   If Socket requests any additional types of access to the NID not specifically referenced above, CenturyTel will consider the requested type of access via a mutually feasible method, to be facilitated via the BFR process.

4.0   LOCAL LOOP

4.1   Consistent with Section 2.1 of this Article, CenturyTel shall provide unbundled local loops under the following terms and conditions.

4.2   A local loop is a transmission facility between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an end user customer's premises. Consistent with Applicable Law, CenturyTel will make available the UNE loops set forth below between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an end user's premises. The Parties acknowledge and agree that CenturyTel shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. The local loop UNE includes all features, functions and capabilities of the transmission facility, including the NID and attached electronics (except those electronics used for the provision of advanced services,

such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices used to establish the transmission path to the end-user customer's premises, as well as any inside wire owned or controlled by CenturyTel that is part of that transmission path. CenturyTel shall provide requested line conditioning on copper local loops as required by Applicable Law, subject to applicable non-recurring rates. The local loop UNE includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops to the extent required by Applicable Law, and where such loops are deployed in CenturyTel Wire Centers. Socket agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. In accordance with 47 C.F.R. § 51.319(a)(8), CenturyTel shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of a hybrid loop, for which Socket may obtain or has obtained access pursuant to this Agreement.

4.2.1   When a local loop UNE is ordered to a high voltage area, the Parties understand and agree that the local loop UNE will require a High Voltage Protective Equipment (HVPE) (*e.g.*, a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and Socket's end-user customer. Therefore, any request by Socket for a local loop UNE to a high voltage area will be submitted by Socket to CenturyTel. If Socket requests that CenturyTel provision the HVPE, Socket shall be required to pay CenturyTel on an individual-case basis (ICB) for the HVPE that is provisioned by CenturyTel to Socket in connection with Socket's UNE loop order to the high voltage area.

4.3   Routine Network Modifications to UNE Loops.

4.3.1   CenturyTel shall make routine network modifications to unbundled loop facilities used by Socket where the requested loop facility has already been constructed. CenturyTel shall perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

4.3.2   A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyTel ordinarily attaches to a loop to activate such. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a

requesting telecommunications carrier, and CenturyTel is not obligated to perform those activities for Socket.

4.3.3 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (*e.g.*, controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyTel is not obligated to perform those activities for a requesting telecommunications carrier.

4.3.4 CenturyTel shall determine whether or how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyTel's retail customers.

4.3.5 CenturyTel shall provide routine network modifications at the rates, terms and conditions set out in this Article and in the Pricing Schedule.

4.4 The following types of local loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in the Pricing Schedule:

4.4.1 2-Wire Analog Loop

4.4.1.1 A 2-Wire Analog Loop is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.4.1.2 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.

4.4.2 4-Wire Analog Loop

4.4.2.1 A 4-Wire Analog Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.

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4.4.3   2-Wire Digital Loop

4.4.3.1 A 2-Wire Digital Loop 160 Kbps is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.4.4   4-Wire DS1 Digital Loop

4.4.4.1 A DS1 4-Wire Digital Loop 1.544 Mbps is a transmission facility from the CenturyTel Central Office to the end user premises that will support DS1 service (*i.e.*, usable bandwidth up to 1.544 Mbps) including Primary Rate ISDN (PRI). The 4-Wire Digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.4.4.2 DS1 loops will be available to Socket, without limitation, regardless of the technology used to provide such loops, *e.g.*, 2-Wire and 4-Wire HDSL or SHDSL, fiber optics, used by CenturyTel to provision such loops.

4.4.5   DS3 Digital Loop

4.4.5.1 A DS3 Digital Loop provides a digital, 45 Mbps transmission facility from the CenturyTel Central Office to the end user premises.

4.5   [Intentionally omitted]

4.6   Hybrid Loops.

4.6.1   A Hybrid Loop is a local loop composed of both fiber, usually in the feeder plant, and copper wire or cable, usually in the distribution plant. At Socket's request, CenturyTel shall provide Socket access to a Hybrid Loop as set forth in this Section.

4.6.2   For narrowband access, CenturyTel shall provide non-discriminatory access either to an entire Hybrid Loop capable of voice grade services (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or to a spare home-run copper loop serving that customer on an unbundled basis.

4.6.3   A fiber-to-the-home (FTTH) loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

4.6.4   A fiber-to-the-curb (FTTC) loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the customer's premises

or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in the FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.

4.6.5   CenturyTel is not required to provide Socket with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyTel deploys such loop to an end user customer's premises that previously has not been served by any loop facility.

4.6.6   CenturyTel is not required to provide Socket non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyTel has deployed such a loop in parallel to, or in replacement of, an existing copper loop facility, except that:

4.6.6.1 CenturyTel must maintain the existing copper loop connected to the particular end user customer's premises after deploying the FTTH or FTTC loop and provide Socket non-discriminatory access to that copper loop on an unbundled basis unless CenturyTel retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv).

4.6.6.2 If CenturyTel maintains the existing copper loop pursuant to Section 4.6.6.1, CenturyTel is not required to incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request from Socket pursuant to Section 4.6.6.1, in which case CenturyTel will restore the copper loop to serviceable condition upon Socket's request.

4.6.6.3 If CenturyTel retires the copper loop pursuant to 47 C.F.R. § 51.319 (a)(3)(iv), CenturyTel will provide Socket non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

4.6.7   Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, CenturyTel must comply with:

4.6.7.1 The network disclosure requirements set forth in section 251(c)(5) of the Act and 47 C.F.R. §§ 51.325 through 51.335; and

4.6.7.2 Any applicable state requirements.

4.7   Access to Loops.

4.7.1   Pursuant to Applicable Law, Socket's access to high-capacity loops under Section 251 shall be limited with respect to loops obtained to serve buildings in certain locations. For purposes of this Section 4.7, the following definitions apply:

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(A)   A "fiber-based collocator" is defined in accordance with 47 C.F.R. § 51.5.

(B)   A "building" is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to a multi-tenant property with a single street address, an individual tenant's space shall constitute one building for purposes of this Article (1) if the multi-tenant property is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all Telecommunications Services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all Telecommunications Services to that building's tenants must pass would be a single "building" for purposes of this Section 4.7. A building for purposes of this Section 4.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or parking area so long as such structures have a unique street address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Section 4.7.

(C)   A "business line" is defined in accordance with 47 C.F.R. § 51.5.

4.7.1.1 CenturyTel shall provide Socket DS1 loops to any building that is not served by a CenturyTel Wire Center with at least 60,000 business lines and at least four fiber-based collocators, except that Socket shall not be entitled to obtain more than 10 DS1 loops to a single building.

4.7.1.2 CenturyTel shall provide Socket DS3 loops to any building not served by a Wire Center with at least 38,000 business lines and at least four fiber-based collocators, except that Socket shall not be entitled to obtain more than one DS3 loop to a single building.

4.7.1.3 CenturyTel Wire Centers with at least 60,000 business lines and at least four fiber-based collocators at the time the Agreement becomes effective are listed in Exhibit A. CenturyTel Wire Centers with at least 38,000 business lines and at least four fiber-based collocators at the time the Agreement becomes effective are listed in Exhibit A. If CenturyTel later identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, CenturyTel will provide Socket notice in accordance with the notice provisions of this Agreement. Socket shall not be able to order new DS1 loops for the identified Wire Centers 30 days after the date of the notice subject to the dispute

resolution section of Article III of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the Parties will abide by the Commission's decision. During the course of any dispute under this Section, Socket will be able to order and CenturyTel shall provision UNE loops consistent with the provisions of Section 4.7.3.

4.7.2 Self-certification with respect to DS1 and DS3 loops.

4.7.2.1 Socket shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop intended to be used to serve a new customer (*i.e.*, ordered on or after March 11, 2005 and, therefore, not part of Socket's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 and its subsections above prior to submitting its order to CenturyTel. Exhibit A identifies the wire centers having met the thresholds set forth in Section 4.7.1.1 and 4.7.1.2, and those Sections shall apply. Additionally, CenturyTel will post a list on its provided website identifying its Wire Centers that it asserts meets the thresholds set forth in Section 4.7.1.1 and 4.7.1.2. (A) For situations where Exhibit A or CenturyTel's posted list does not identify a Wire Center(s) relevant to Socket's order for DS1 or DS3 UNE loop(s), Socket shall self-certify, if requested to do so by CenturyTel, that based on that reasonable inquiry it is Socket's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 and its subsections as to the particular UNE(s) sought. (B) For situations where Exhibit A or CenturyTel's posted list identifies such a Wire Center but Socket disputes that such Wire Center(s) has met the applicable threshold criteria, Socket also shall self-certify in the manner set forth immediately above. (If, pursuant to any carrier's prior dispute, the Commission already has determined that a particular CenturyTel Wire Center has met the applicable threshold, Socket will not challenge CenturyTel's posting or designation of DS1 and/or DS3 loops in that Wire Center as having met the thresholds under Section 4.7.1.1 and 4.7.1.2.) In either situation (A) or (B), CenturyTel shall provision the requested DS1 or DS3 loop in accordance with Socket's order and within CenturyTel's standard ordering interval applicable to such loops. CenturyTel shall have the right to contest any such orders and/or Socket's ability to obtain a requested DS1 or DS3 UNE loop only after provisioning, by notifying Socket in writing of its dispute. If the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of CenturyTel's written dispute notice, either Party may initiate binding arbitration pursuant to Section 18.3 of Article III without further delay and otherwise exercise its rights under Section 18.0 of Article III. If the Parties determine through informal dispute resolution, or if it is otherwise determined in a legally binding way (*i.e.*, the determination has not been stayed pending appeal, if an appeal is being pursued) that Socket was not entitled to the provisioned DS1 or DS3 UNE loop, the rates paid by Socket for the affected loop shall be subject to true-up, and Socket shall be required to transition from the UNE DS1 or DS3 Loop to an alternative service/facility within 30

days of such determination. If Socket does not transition the loop within the 30 day period, then CenturyTel may disconnect the loop or convert it to an analogous service.

4.8   Transition for Existing Section 251 Unbundled DS1 and DS3 Loops.

4.8.1   CenturyTel will provide written notice to Socket no later than February 10, 2006 of the DS1 and DS3 loops that are required to be transitioned to other facilities by March 11, 2006. If Socket has not submitted an LSR or ASR, as applicable, to CenturyTel requesting conversion of the Declassified loop(s) to another wholesale service, then on March 11, 2006, CenturyTel shall convert the Declassified loop(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as CenturyTel and Socket may agree upon (*e.g.*, via a separate agreement at market-based rates or resale). Conversion of loops shall be performed in a manner that minimizes the disruption or degradation to Socket's customer's service, and at no charge to Socket.

4.8.2   As of the date of conversion of DS1 and/or DS3 loops under Sections 4.7.2.1 and 4.8.1 above, any services or products provided by CenturyTel in conjunction with such loops (*e.g.*, cross-connects) shall be billed at wholesale rates. Cross-connects obtained under CenturyTel's Physical Collocation tariff shall not be repriced to access rates.

5.0   DARK FIBER DEDICATED TRANSPORT

5.1   Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying Telecommunications Services. Dark fiber is unlit optic cable that is deployed within CenturyTel's network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Dark fiber includes unlit fiber that could be, but is not currently, spliced or terminated in any segment including any "dead count," as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 5.4.

5.2   [Intentionally omitted]

5.3   Dark Fiber Transport.

5.3.1   At unbundled Dedicated Transport Dark Fiber segments in routes that have not been Declassified, CenturyTel will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Section 5.4 below. UNE Dedicated Transport Dark Fiber is defined as CenturyTel dark fiber interoffice transmission facilities dedicated to Socket that are within CenturyTel's network, connecting CenturyTel switches or wire centers within a LATA. UNE Dedicated Transport Dark Fiber does not include transmission facilities between the CenturyTel network and Socket's network or

the location of Socket equipment. CenturyTel will offer UNE Dedicated Transport Dark Fiber to Socket when Socket has collocation space in each CenturyTel Central Office where the requested UNE Dedicated Transport Dark Fiber(s) terminates.

5.3.2   CenturyTel will provide dark fiber transport under Section 251 between any pair of its Wire Centers, except where both Wire Centers defining the route are either Tier 1 or Tier 2 Wire Centers. CenturyTel's Wire Centers in the State shall be classified as either Tier 1, Tier 2 or Tier 3 as follows:

5.3.3   Wire Center "Tiers"

(A)   Tier 1 Wire Centers are those CenturyTel Wire Centers that contain at least four fiber-based collocators, at least 38,000 business line, or both. Tier 1 Wire Centers also are those CenturyTel tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center. Exhibit A contains a list of CenturyTel Wire Centers that meet the criteria for being designated as a Tier 1 Wire Center at the time the Agreement becomes effective.

(B)   Tier 2 Wire Centers are those CenturyTel Wire Centers that are not Tier 1 Wire Centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center. Exhibit A contains a list of CenturyTel Wire Centers that meet the criteria for being designated as a Tier 2 Wire Center at the time the Agreement becomes effective.

(C)   Tier 3 Wire Centers are those CenturyTel Wire Centers that do not meet the criteria for Tier 1 and Tier 2 Wire Centers.

(D)   If CenturyTel later identifies Wire Centers in addition to those listed on Exhibit A that change Tier classification after the Agreement becomes effective, CenturyTel will provide Socket notice in accordance with the notice provisions of this Agreement. Disputes regarding CenturyTel classification of Wire Centers may be addressed through the dispute resolution process set out in Article III of this Agreement.

5.4   Spare Fiber Inventory Availability and Condition.

5.4.1   All available spare dark fiber will be provided "as is." No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for CenturyTel's forecasted growth, defective fibers, or assigned fibers. Socket will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.

5.4.2   Determining Spare Fibers.

5.4.2.1 CenturyTel will inventory dark fibers. Spare fibers do not include the following:

5.4.2.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

    Cables with 24 fibers and less: two maintenance spare fibers
    Cables with 36 and 48 fibers: four maintenance spare fibers
    Cables with 72 and 96 fibers: eight maintenance spare fibers
    Cables with 144 fibers: twelve maintenance spare fibers
    Cables with 216 fibers: 18 maintenance spares
    Cables with 288 fibers: 24 maintenance spares
    Cables with 432 fibers: 36 maintenance spares
    Cables with 864 fibers: 72 maintenance spares

5.4.3.2.2 Defective fibers. Defective Dedicated Transport Dark Fiber, if any, will be deducted from the total number of spare Dedicated Transport Dark Fiber that would otherwise be available.

5.4.2.2.1 CenturyTel growth fibers. Fibers documented as reserved by CenturyTel for utilization for growth within the 12 month–period following the carrier's request.

5.4.2.2.2 Assigned fibers. Dedicated Transport Dark Fiber with CenturyTel or other CLEC working or pending optronics installations.

5.4.3   The appropriate CenturyTel engineering organization will maintain records on each fiber optic cable for which Socket requests dark fiber.

5.4.4   Quantities and Time Frames for Ordering Dark Fiber:

5.4.4.1 The minimum number of fiber strands that Socket can order is one, and fiber strands must be ordered on a strand-by-strand basis. The maximum number of fiber strands that

Socket can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, CenturyTel will provide the remaining spares one strand at a time and in no more than a quantity of 2 strands.

5.4.4.2 If Socket wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing Socket's specific point-to-point (A to Z) dark fiber requirements. When Socket submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as set forth in the Pricing Schedule.

5.4.4.3 If spare dark fiber is available, as determined under this Agreement, CenturyTel will notify Socket, and Socket may place an Access Service Request (ASR) for the dark fiber.

5.4.4.4 Dark fiber will be assigned to Socket only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When Socket submits the ASR, the ASR will be processed and the dark fiber facilities will be assigned. The charges are set forth in the Pricing Schedule.

5.4.5   Right of Revocation of Access to Dark Fiber.

5.4.5.1 Should Socket not utilize the fiber strand(s) subscribed to within the 12-month period following the date CenturyTel provided the fiber(s), CenturyTel may revoke Socket's access to dark fiber and recover those fiber facilities and return them to CenturyTel inventory. CenturyTel may invoke this right by providing 10 days' written notice to Socket that CenturyTel is reclaiming the fibers.

5.4.5.2 CenturyTel may reclaim from Socket the right to use dark fiber, whether or not the dark fiber is being utilized by Socket, upon twelve (12) months' written notice to Socket. CenturyTel will provide an alternative facility for Socket with the same bandwidth Socket was using prior to reclaiming the facility. CenturyTel must also demonstrate to Socket that the dark fiber will be needed to meet CenturyTel's bandwidth requirements within the 12 months following the revocation.

5.4.6   Access Methods Specific to Dark Fiber.

5.4.6.1 At CenturyTel Central Offices, the dark fiber terminates on a fiber distribution frame, or its equivalent, in the Central Office. Socket's access is provided through an approved collocation access. Socket may collocate, provided a collocation application is made and associated criteria are met, when seeking interconnection. The only method of access for placing equipment for dark fiber is collocation.

5.4.6.2 The demarcation point for dark fiber at Central Offices, remote terminals and customer premises will be in a CenturyTel-approved splitter shelf. This arrangement allows for non-intrusive testing.

5.4.6.3 [Intentionally omitted]

5.4.7 Installation and Maintenance for Dark Fiber.

5.4.7.1 CenturyTel will install demarcations and place the fiber jumpers from the fiber distribution frame, or its equivalent, optic terminals to the demarcation point. Socket will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the Socket equipment.

5.4.7.2 Routine Network Modifications for Unbundled Dark Fiber Transport Provided Under Section 251.

5.4.7.2.1 [Intentionally omitted]

5.4.7.2.2 CenturyTel shall make routine network modifications to UNE Dedicated Transport Dark Fiber used by requesting telecommunications carriers for the provision of Telecommunication Services where the requested UNE Dedicated Transport Dark Fiber facilities have already been constructed. CenturyTel shall perform routine network modifications to UNE Dedicated Transport dark fiber in a nondiscriminatory fashion without regard to whether such fiber being accessed was constructed on behalf, or in accordance with, the specifications of any telecommunications carrier.

5.4.7.2.3 A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting telecommunications carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dedicated transport dark fiber (*i.e.*, optronics), and CenturyTel is not obligated to perform those activities for a requesting telecommunications carrier.

5.5 In its TRO Remand Order, the FCC determined that all dark fiber loops shall be Declassified and that dark fiber dedicated transport shall be Declassified on those routes where both CenturyTel Wire Centers are classified as either Tier 1 or Tier 2. As a result, CenturyTel shall not be required to provide and Socket shall not order such Declassified dark fiber loop and/or dark fiber transport as Section 251 UNEs.

6.0   SUBLOOPS

6.1   CenturyTel will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. CenturyTel will consider and respond to all requests for access to subloops through the BFR process set forth in Sections 2.38.2 through 2.38.10 of this Article, except as expressly modified by the provisions of this Section 6. Sound engineering judgment will be utilized to ensure network security and integrity. Each Socket request for subloops will be analyzed on a case-by-case basis. Section 2.38.11 of this Agreement shall apply such that a BFR shall not be required from Socket to develop an access arrangement for subloops in a location where an arrangement already exists and is available for use by Socket. Furthermore, Section 2.38.12 (requiring an amendment to this Agreement) shall not apply.

6.2   *CenturyTel is not required to provide Socket access to dark fiber subloops.* The copper subloops that CenturyTel will offer under the terms of this Section 6 shall be "Spare," meaning that they shall be an existing subloop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to Socket and Socket has requested reuse of the subloop and will port the customer's telephone number to Socket. If a subloop has been disconnected, and thus an end-user is no longer receiving service via that subloop, and such subloop has been determined to be a non-defective pair, then that subloop would be considered an existing Spare portion of the loop.

6.3   Copper Subloops. CenturyTel will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a copper loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in CenturyTel's outside plant, including inside wire owned or controlled by CenturyTel, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters and load coils, used to establish the transmission path. Copper subloops can be used by Socket to provide voice-grade services as well as digital subscriber line services. Copper subloop consists of the distribution portion of the copper loop. CenturyTel is not obligated to offer feeder loop plant as a stand-alone UNE.

6.3.1   An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

6.3.2   Access to copper subloops is subject to the collocation provisions of this Agreement. Socket will establish collocation using the collocation process as set forth in Article XVII this Agreement, or will establish an access arrangement to obtain access to subloops in

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accordance with the BFR process set out in Section 2.38 of this Article, either of which are necessary to interconnect to the CenturyTel subloop network. Socket is not required to have a collocation arrangement in the CenturyTel serving Wire Center in order to establish an arrangement for access to a subloop.

6.4   The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities and will take into account that Socket, unlike CenturyTel, may not require as many subloop facilities. For example, where interfaces between feeder and distribution cable are currently administered in 25 pair cable compliments, Socket may request and will then be assigned a smaller number of cable pairs. Subloop inquiries do not serve to reserve subloop(s).

6.5   Construction of a facility arrangement that provides Socket with access to the subloops it requests shall take up to ninety (90) days to complete depending upon project size and scope. The time period begins when Socket submits to CenturyTel written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by Socket through the BFR process. The balance of the payment shall be made upon completion of construction and testing of the subloop(s).

6.5.1   In the event Socket disputes the cost quoted by CenturyTel, Socket may initiate dispute resolution under the procedures set forth in Article III, Section 18, of this Agreement. CenturyTel will proceed with construction of the arrangement upon receipt from Socket of not less than fifty percent (50%) of the total estimated costs even if Socket has disputed the cost and initiated dispute resolution.

6.5.2   Socket's payment shall be subject to any "true-up," if applicable, upon resolution of the dispute in accordance with the dispute resolution procedures.

6.6   Upon completion of the construction activity, Socket will be allowed to test the installation with a CenturyTel technician. If Socket desires test access to the arrangement for subloops, Socket must place its own test point in its cable prior to cable entry into CenturyTel's interconnection point. Once Socket has paid the balance of payment due CenturyTel in accordance with Section 6.5 above, Socket may place an order for subloops at the location. Whether Socket places such order via the established LSR or ASR process will be determined in the BFR process and will be dependent on the type of subloop access arrangement Socket seeks. Prices at which CenturyTel will provide Socket with subloops at that location shall be determined through the BFR process as set forth in Section 2.38 of this Article. The nonrecurring and monthly recurring charges for a requested subloop shall be developed by CenturyTel as part of the development of the price quote in the BFR process. In no event, however, will the monthly recurring charge

(MRC) for a subloop be higher than the MRC that would apply had that subloop been ordered and provisioned as a complete UNE loop.

6.7   Multiunit premises wiring. CenturyTel will make available to Socket access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by CenturyTel at a multiunit customer premises between the minimum point of entry and the point of demarcation.

6.7.1. An accessible terminal is any point in CenturyTel's network where a technician can access the wire within the cable (*e.g.*, via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

6.7.2   Upon request for interconnection at a multiunit premises where CenturyTel owns, controls, or leases wiring, CenturyTel will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring, either Party may invoke the dispute resolution provisions of this Agreement.

6.7.3   CenturyTel will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

6.8   Facility Relocation. The Parties agree to work cooperatively and in good faith in the event that CenturyTel is required to undertake a relocation of its facilities that include Socket's subloop arrangements. CenturyTel shall notify Socket of pending relocation as soon as reasonably possible after CenturyTel receives such notice from the property owner or governmental entity that it must relocate its ILEC facilities. Notice shall be provided in accordance with the notice provisions elsewhere in this Agreement. CenturyTel's notice shall specify a date reasonable under the circumstances of the pending relocation by which Socket must inform CenturyTel of its intention to remain, or not remain, in an access arrangement for subloop(s) following the relocation. If CenturyTel receives no response to such notice by the date specified, Socket shall be deemed to have determined not to remain, and its facilities will be removed and Socket billed as provided in Section 6.8.2 below.

6.8.1   If Socket notifies CenturyTel that it intends to remain in a subloop arrangement following relocation, CenturyTel shall then provide Socket a written estimate of the

reasonable cost to terminate Socket's facilities as part of the relocation of the site. The estimate shall be provided to Socket within 30 Business Days after notification is provided by Socket. Socket shall notify CenturyTel of acceptance or rejection of the new subloop access arrangement within 10 Business Days of its receipt of CenturyTel's estimate. Upon acceptance of the CenturyTel estimate, Socket shall pay at least 50% of the relocation costs at the same time as it notifies CenturyTel of its acceptance of estimated costs.

6.8.2   If Socket decides not to continue in a subloop access arrangement following relocation, Socket will notify CenturyTel as to the date that CenturyTel may remove Socket's facilities from the arrangement that CenturyTel is required to relocate. Socket will pay CenturyTel for all actual itemized costs incurred by CenturyTel associated with the removal of Socket's facilities.

7.0   DEDICATED TRANSPORT

7.1   CenturyTel shall provide unbundled Dedicated Transport under Section 251 in accordance with the terms and conditions set out in Sections 7.2 through 7.11 of this Article. Dedicated Transport unbundled under Section 251 shall be provided subject to the location limitations and the transition plan set forth in Section 7.10 of this Article.

7.2   "Dedicated Transport" is defined as an Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated CenturyTel Central Offices. Dedicated Transport may only extend between two CenturyTel Central Offices.

7.2.1   As a result of the TRRO's finding of non-impairment for Dedicated Transport entrance facilities, CenturyTel is not obligated to provide Socket with unbundled access to such facilities pursuant to Section 251.

7.3   CenturyTel will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Dedicated Transport circuits and associated multiplexing or other optional features ordered by Socket.

7.4   Subject to the caps set forth in Sections 7.10.1 and 7.10.2, unbundled Dedicated Transport will be provided only where such facilities exist at the time of Socket's request, and only over routes where UNE Dedicated Transport has not been Declassified. CenturyTel will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).

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7.5   Other optional features available to Socket with unbundled Dedicated Transport (*e.g.*, multiplexing) are available at the rates listed in the Pricing Schedule set forth in Article VIIA.

7.6   Access to unbundled Dedicated Transport will be provided via Collocation or via entrance facilities purchased from a third party or from CenturyTel under applicable access tariffs.   If Socket provides the circuit between its premises collocated in CenturyTel's Central Office or Wire Center and CenturyTel's network, then the cross-connect rates contained in CenturyTel's Physical Collocation tariff will apply.

7.7   Routine Network Modifications for Dedicated Transport Unbundled under Section 251.

7.7.1   CenturyTel shall make routine network modifications to unbundled Dedicated Transport facilities used by Socket where the requested. Unbundled Dedicated Transport facilities have already been constructed. CenturyTel shall perform routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the unbundled Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

7.7.2   A routine network modification is an activity that CenturyTel regularly undertakes for its own customers. Routine network modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer; and reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and CenturyTel is not obligated to perform those activities for Socket.

7.7.3   CenturyTel shall provide routine network modifications at the rates, terms and conditions set out in this Article and in Article VIIA. A rate for any routine network modification shown as "ICB" in Article VIIA or the applicable tariff indicates that the Parties have not negotiated, and/or that the Commission has not reviewed and approved a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications. If the Parties are unable to agree upon the resulting ICB rate, the Parties may agree to that rate on an interim basis, and either Party may

submit the disputed rate for dispute resolution as provided for in Article III of this Agreement.

7.8   Diversity.

7.8.1   When requested by Socket and where such interoffice facilities exist at the time of Socket's request and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits. If changes in the network remove the physical diversity in the future, CenturyTel will not guarantee that diversity will be made available.

7.8.2   CenturyTel shall provide in the same manner as CenturyTel does for itself, the physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by Socket shall be subject to additional charges, if any. Where physical diversity does not exist for Dedicated Transport, CenturyTel shall provide such diversity through the BFR process. When additional costs are incurred by CenturyTel for Socket-specific diversity. CenturyTel will advise Socket of the applicable additional charges. CenturyTel will not process the request for diversity until Socket accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until Socket accepts the additional charges.

7.8.3   Socket's additional cost, if any, for requested Dedicated Transport diversity shall be as determined in a cost proceeding via a BFR.

7.9   [Intentionally omitted]

7.9.1   [Intentionally omitted]

7.9.2   [Intentionally omitted]

7.10   Limitations on Access to DS1 and DS3 Dedicated Transport Unbundled under Section 251.

7.10.1 CenturyTel will provide DS1 Dedicated Transport unbundled under Section 251 on all routes between CenturyTel Wire Centers that are classified as Tier 2 and Tier 3 on one or both ends of the route. (The classification criteria for CenturyTel Wire Centers is set forth in Section 5.3.3 of this Article.) Socket may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis ("DS1 Threshold").

7.10.2 CenturyTel will provide DS3 Dedicated Transport unbundled under Section 251 on all routes between CenturyTel Wire Centers that are classified as Tier 3 on one or both ends of the route. Socket may obtain a maximum of 12 unbundled DS3 Dedicated Transport circuits on each route for which CenturyTel is required to provide DS3 Dedicated Transport under Section 251.

7.10.3 Socket shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Dedicated Transport circuit satisfies the availability criteria set forth in Sections 7.10.1 and 7.10.2 above prior to submitting its order to CenturyTel. Socket shall self-certify that, based on that reasonable inquiry, it is Socket's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Sections 7.10.1 or 7.10.2, as applicable, to the particular UNE(s) sought. If Socket's self-certification complies with this Section, CenturyTel shall provision the requested DS1 or DS3 transport circuit in accordance with Socket's order and within CenturyTel's standard ordering interval applicable to such circuits. CenturyTel shall have the right to contest such orders, and Socket's ability to obtain a requested DS1 or DS3 UNE Dedicated Transport only after provisioning, by notifying Socket in writing of its dispute and, if the Parties are unable to resolve the dispute to both Parties' satisfaction within 30 days of CenturyTel's written dispute notice, either Party may directly pursue any available legal or equitable remedy for resolution of the dispute. If the Parties determine through informal dispute resolution or if it is otherwise determined in a legally binding way (*i.e.*, the determination has not been stayed pending appeal, if an appeal is being pursued) that Socket was not entitled to the provisioned DS1 or DS3 UNE Dedicated Transport, the rates paid by Socket for the affected transport shall be subject to true-up, and Socket shall be required to transition from the UNE DS1 or DS3 transport to an alternative service/facility within 30 days of such determination. If Socket does not submit an order for disconnection or an order to transition the transport circuit to special access, or another CenturyTel service on which the Parties mutually agree, within the 30 day period, then CenturyTel may disconnect the transport circuit. Any such conversion of DS1 and DS3 transport circuits shall be performed in a manner that minimizes the disruption or degradation to Socket's customer's service.

7.10.4 [Intentionally omitted]

8.0 DIGITAL CROSS-CONNECT SYSTEM (DCS)

8.1 CenturyTel offers a DCS as NRS (Network Reconfiguration Service) through its applicable federal tariff(s), and Socket may request NRS pursuant to the terms and conditions of that tariff.

9.0 CALL-RELATED DATABASES

9.1   Access to the CenturyTel 911 or E911 call-related databases will be provided as described in Article XI.

10.0   CROSS-CONNECTS

10.1   The cross-connect is the media between the CenturyTel distribution frame and a Socket-designated collocated space or other CenturyTel Unbundled Network Elements purchased by Socket under this Agreement provided by CenturyTel pursuant to Section 251 of the Act.

10.2   CenturyTel offers a choice of loop cross-connects with each unbundled loop type detailed in Article VIIA. CenturyTel will charge Socket the appropriate rate as shown in Article VIIA, labeled "Loop Cross Connects with Testing" and "Loop Cross Connects without Testing." Cross-connects will be made available for loops and combinations of loops and transport with the following testing options, at Socket's discretion: at both ends of the circuit; at one end of the circuit; or without testing. At Socket's request, a cross-connect with testing may be ordered at one end of an EEL circuit and a cross-connect without testing at the other end of that EEL circuit.

10.3   The applicable loop cross-connects shall include, but shall not be limited to, the following:

10.3.1   2-Wire Analog Loop to Collocation

10.3.2   2-Wire Analog Loop to Collocation (without testing)

10.3.3   4-Wire Analog Loop to Collocation

10.3.4   4-Wire Analog Loop to Collocation (without testing)

10.3.5   2-Wire Digital Loop to Collocation

10.3.6   2-Wire Digital Loop to Collocation (without testing)

10.3.7   4-Wire Digital Loop to Collocation/Mux (without testing)

10.3.8   DSL shielded cross-connect to Collocation

10.3.9   2-Wire DSL non-shielded cross-connect to Collocation

10.3.10 4-Wire DSL non-shielded cross-connect to Collocation

10.3.11   DS3 loop to Collocation

10.3.12   DS3 loop to mux

10.3.13   DS3 loop to Dedicated Transport

10.3.14   DS1 loop to Collocation

10.3.15   DS1 loop to mux

10.3.16   DS1 loop to Dedicated Transport

10.4   The applicable Dedicated Transport cross-connects include, but are not limited to:

10.4.1 DS-1 to Collocation

10.4.2 DS-1 to mux

10.4.3 DS-1 to loop

10.4.4 DS-3 to Collocation

10.4.5 DS-3 to mux

10.4.6 DS-3 to loop

10.4.7 Dark fiber transport to Collocation

10.5   [Intentionally omitted]

10.5.1 [Intentionally omitted]

10.5.2 [Intentionally omitted]

10.5.3 [Intentionally omitted]

10.5.4 [Intentionally omitted]

10.5.5 [Intentionally omitted]

10.6   [Intentionally omitted]

10.6.1   [Intentionally omitted]

10.6.2   [Intentionally omitted]

10.7   [Intentionally omitted]

10.7.1   [Intentionally omitted]

10.7.2   [Intentionally omitted]

10.7.3   [Intentionally omitted]

10.7.4   [Intentionally omitted]

10.8   Cross-connects to the collocation arrangement associated with unbundled local loops are available with or without automated testing and monitoring capability.

10.9   CenturyTel offers the choice of cross-connects with subloop elements as detailed in Article VIIA. CenturyTel will charge Socket the appropriate rate as shown in Article VIIA, labeled "Subloop Cross Connect."

11.0   ADDITIONAL REQUIREMENTS APPLICABLE TO UNBUNDLED NETWORK ELEMENTS

This Section 11 sets forth additional requirements for Unbundled Network Elements that CenturyTel agrees to offer to Socket under this Agreement.

11.1   CenturyTel will offer unbundled local loops with and without automated testing and monitoring services where technically feasible and where CenturyTel uses such testing and monitoring itself or offers these services to any other carrier including any Affiliate of CenturyTel. If Socket uses its own testing and monitoring services, CenturyTel still must treat the test reports as its own for purposes of procedures and time intervals for clearing trouble reports.

11.2   Synchronization.

11.2.1   Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a

digital communications network, all synchronous network elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous network elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

11.2.2 Technical Requirements.

To the extent technically feasible, CenturyTel will provide synchronization to equipment that is owned by CenturyTel and is used to provide a network element to Socket in the same manner that CenturyTel provides synchronization to itself.

12.0 PRICING

12.1 Price Schedules.

Article VIIA contains a schedule that reflects the prices at which CenturyTel agrees to furnish Unbundled Network Elements required to be provided to Socket under Section 251 of the Act.

EXHIBIT "A"

WIRECENTER NAME	CLLI CODE
None	

ARTICLE VIIA: PRICE SCHEDULE

1.0   Application of Prices

1.1   Socket agrees to compensate CenturyTel at the rates contained in this Article, unless otherwise stated in this Agreement.

2.0   Non-Recurring Charges

2.1   Unless otherwise stated, Non-recurring charges are included in the attached Price Schedule.

2.2   If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in CenturyTel dispatching a repair crew unnecessarily, then CLEC will pay CenturyTel the cost of the unnecessary trip.

2.3   CenturyTel offers the following order types. When CLEC issues service orders, CLEC will pay the applicable service order charges contained in Appendix Pricing labeled "Service Order Charges –Unbundled Network Element."

2.4   Simple and Complex Service Orders

2.4.1   Appendix Pricing lists a "Simple" and "Complex" price for each Service Order type. Those prices will be applied in accordance with the definitions of Simple and Complex Service Orders set forth below.

2.4.2   A service order is "Complex" if it requires special review and/or coordination to provision. All other orders are "Simple." The Parties agree that service orders for 4W analog loops will not be billed as Complex service orders beyond March 15, 2007.

3.0   Maintenance of Service, Time and Materials, and Non Productive Dispatch Charges

3.1   If CLEC requests or approves a CenturyTel technician to perform special installation, maintenance, or conversion services excluding services that CenturyTel is required to provide under this Agreement, CLEC will pay Maintenance of Service and/or Time and Material Charges for such services as are reasonably required, including requests for installation or conversion outside of normally scheduled working hours.

3.2   If CLEC provides its own testing for UNEs and its testing produces incorrect information which results in CenturyTel dispatching a repair crew unnecessarily, then CLEC will pay CenturyTel the cost of the unnecessary trip.

3.3   Consistent with Article IX, Maintenance, if CLEC determines that trouble has occurred in CenturyTel's equipment and/or facilities, CLEC will issue a trouble report to CenturyTel.

3.4   CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a network element and CenturyTel dispatches personnel to the end user's premises or a CenturyTel central office and trouble was not caused by CenturyTel's

facilities or equipment. Maintenance of Service charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

3.5 CLEC will pay Maintenance of Service charges for technicians' time reasonably required when CLEC reports a suspected failure of a UNE and CenturyTel dispatches personnel and the trouble is in equipment or communications systems provided by an entity other than CenturyTel or in detariffed CPE provided by CenturyTel, unless covered under a separate maintenance agreement.

3.6 If CLEC issues a trouble report allowing CenturyTel access to the end user's premises and CenturyTel personnel are dispatched but denied access to the premises, then Non Productive Dispatch charges for technicians' time reasonably required will apply. Subsequently, if CenturyTel personnel are allowed access to the premises, the Non Productive Dispatch charges will still apply.

3.7 Time and Materials and/or Maintenance of Service and/or Non Productive Dispatch charges apply on a first and additional basis for each half hour or fraction thereof, except where the Schedule of Prices provides for per dispatch charges. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof": and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is considered to be Monday through Friday 8 a.m. to 5 p.m. (CT) which is CenturyTel's normally scheduled work day. CenturyTel normally scheduled work week is Monday through Saturday. Overtime applies when work is out of a normally scheduled work day during a normally scheduled work week (i.e., weekday nights and/or Saturdays). Premium time is time worked outside of CenturyTel's normally scheduled work week and includes Sundays and Holidays. Any time not consecutive with CenturyTel's normally scheduled work day may be subject to a minimum charge of two hours if dispatch of an off duty CenturyTel employee is necessary.

3.8 CenturyTel will bill CLEC Time and Materials, Non Productive Dispatch and/or Maintenance of Service Charges only pursuant to CLEC's authorization, including authorizing a dispatch, consistent with procedures outlined in this Agreement.

3.9 CenturyTel will manage costs of Time and Materials, Non Productive Dispatch and Maintenance of Service Charges activities charged to CLEC in a manner that is consistent with CenturyTel's internal management of those costs.

3.10 Charges for services contained in this section are listed in the attached Price Schedule labeled "Maintenance of Service Charges", "Time and Materials Charges", and "Non Productive Dispatch Charges".

Price Schedule - CenturyTel of Missouri, LLC. (FINAL CONFORMING)					Nonrecurring Rate Additional **
Service		Monthly Recurring	Nonrecurring Rate First **		
Network Interface Device					
Disconnect Loop from inside wiring, per NID		None	$	23.00	$	14.32
Basic NID	$	1.91	none		
12x NID (per line)	$	1.91	none		
Unbundled Loops (inclusive of NID)					
2W Analog Zone 1	$	53.84	$	19.55	$	8.32
2W Analog Zone 2	$	48.39	$	19.55	$	8.32
2W Analog Zone 3	$	29.05	$	19.55	$	8.32
2W Analog Zone 4 -	$	19.14	$	19.55	$	8.32
Conditioning for dB Loss	$	6.63	$	17.54	$	8.58
4W Analog Zone 1	$	93.37	$	21.58	$	8.32
4W Analog Zone 2	$	86.32	$	21.58	$	8.32
4W Analog Zone 3	$	44.65	$	21.58	$	8.32
4W Analog Zone 4	$	29.60	$	21.58	$	8.32
2W Digital Zone 1	$	53.84	$	43.33	$	22.67
2W Digital Zone 2	$	48.39	$	43.33	$	22.67
2W Digital Zone 3	$	29.05	$	43.33	$	22.67
2W Digital Zone 4	$	19.14	$	43.33	$	22.67
DS1 Loop Zone 1 **	$	140.63	$	102.47	$	40.46
DS1 Loop Zone 2 **	$	131.82	$	102.47	$	40.46
DS1 Loop Zone 3 **	$	90.82	$	102.47	$	40.46
DS1 Loop Zone 4 **	$	70.49	$	102.47	$	40.46
DS3 Loop Zone 1 - exchanges with 4,999 or few access lines **	$	1,176.81	$	845.75	$	375.03
DS3 Loop Zone 2 - exchanges with between 5,000 and 59,999 access lines **	$	1,122.13	$	845.75	$	375.03
DS3 Loop Zone 3 - exchanges with between 60,000 and 229,999 access lines **	$	1,127.98	$	845.75	$	375.03
DS3 Loop Zone 4 - exchanges with more than 230,000 access lines **	$	819.86	$	845.75	$	375.03
xDSL Capable Loops					
2 Wire xDSL Loop Zone 1	$	53.84	$	19.55	$	8.32
2 Wire xDSL Loop Zone 2	$	48.39	$	19.55	$	8.32
2 Wire xDSL Loop Zone 3	$	29.05	$	19.55	$	8.32
2 Wire xDSL Loop Zone 4	$	19.14	$	19.55	$	8.32
4 Wire xDSL Loop Zone 1	$	93.37	$	21.58	$	8.32
4 Wire xDSL Loop Zone 2	$	86.32	$	21.58	$	8.32
4 Wire xDSL Loop Zone 3	$	44.65	$	21.58	$	8.32
4 Wire xDSL Loop Zone 4	$	29.60	$	21.58	$	8.32
IDSL Capable Loops					
2W IDSL Loop Zone 1	$	53.84	$	43.33	$	22.67
2W IDSL Loop Zone 2	$	48.39	$	43.33	$	22.67
2W IDSL Loop Zone 3	$	29.05	$	43.33	$	22.67
2W IDSL Loop Zone 4	$	19.14	$	43.33	$	22.67
Loop Qualification Process					
Loop Qualification Process - Manual		N/A	$	84.15	N/A	
xDSL Conditioning Options					
xDSL standard conditioining Charge applied per each xDSL Loop activation.		None	$	8.41	NA	
Removal of All Bridged Tap (RABT) - MMP					
Remove of aAll Bridged Tap xDSL Loop 12Kft. To 17.5Kft.	$	876.63	None	None	
Remove Non-Excessive Bridged Tap xDSL Loops 0Kft. To 17.5Kft.	$	338.64	None	None	
Remove All Bridged Tap xDSL Loop > 17.5Kft. - per element	$	338.64	None	None	
Remove Non-Excessive Bridged Tap xDSL Loop > 17.5Kft. - per element	$	338.64	None	None	
xDSL Cross Connects					
xDSL 2 Wire Shielded Loop to Collocation	$	1.55	$	19.96	$	12.69
2-Wire DSL Non-Shielded Cross Connect to Collocation - no test	$	1.55	$	19.96	$	12.69
4-Wire DSL Non-Shielded Cross Connect to Collocation - no test	$	3.10	$	25.38	$	17.73
2-Wire Digital Non-Shielded Cross Connect to Collocation - no test	$	1.55	$	19.96	$	12.69
LST					
LST performed on CODSLAM Loop		none	$	234.50	none	
LST performed on Sub Loop		none	$	227.49	none	
CROSS CONNECTS					
Analog Loop to Collo 4W w/o testing	$	1.55	$	25.38	$	17.73
Digital Loop to Collo 2W	$	3.10	$	26.87	$	22.08
DS1 Loop to Collo 4W	$	3.17	$	45.03	$	34.16
Loop to Multiplexer - 4-Wire Install	$	14.51	$	88.76	$	70.59
Loop to Multiplexer - 4-Wire Disconnect			$	14.10	$	11.60
DS3 Loop Crossconnect - Install	$	29.71	$	54.98	$	42.09

Price Schedule - CenturyTel of Missouri, LLC. (FINAL CONFORMING)			Nonrecurring Rate
Service	Monthly Recurring	Nonrecurring Rate First **	Additional **
SubLoop Distribution			
2W Analog Zone 1	BFR Required	BFR	BFR
2W Analog Zone 2	BFR Required	BFR	BFR
2W Analog Zone 3	BFR Required	BFR	BFR
2W Analog Zone 4	BFR Required	BFR	BFR
2W Digital Zone 1	BFR Required	BFR	BFR
2W Digital Zone 2	BFR Required	BFR	BFR
2W Digital Zone 3	BFR Required	BFR	BFR
2W Digital Zone 4	BFR Required	BFR	BFR
4W Digital Zone 1	BFR Required	BFR	BFR
4W Digital Zone 2	BFR Required	BFR	BFR
4W Digital Zone 3	BFR Required	BFR	BFR
4W Digital Zone 4	BFR Required	BFR	BFR
Routine Network Modifications	None	ICB	NA
RESALE - Customized Routing			
Centrex			
Translations per Centrex Customer	None	$ 284.33	None
Translations per Centrex Customer - DMS100	None	$ 105.09	None
POTS			
POTS Translations	None	$ 43.27	None
POTS Translations per DMS100 office	None	$ 70.46	None
NONRECURRING COST - DISCONNECT			
Centrex			
Translations per Centrex Customer	None	$ 154.53	None
Translations per Centrex Customer - DMS100	None	$ 105.09	None
POTS			
POTS Translations	None	$ 43.27	None
POTS Translations per DMS100 office	None	$ 70.46	None
Service Order Charges - Unbundled Elements			
Manual Service Order Type Charges - Unbundled Elements			
New Simple	None	$ 12.56	None
New Complex	None	$ 74.90	None
Change Simple	None	$ 4.91	None
Change Complex	None	$ 74.90	None
Record Simple	None	$ 6.28	None
Record Complex	None	$ 6.28	None
Disconnect Simple	None	$ 5.32	None
Disconnect Complex	None	$ 27.29	None
Suspend Simple	None	$ 2.52	None
Suspend Complex	None	$ 2.52	None
Restore Simple	None	$ 2.52	None
Restore Complex	None	$ 2.52	None
Expedited Simple	None	$ 12.60	None
Expedited Complex	None	$ 12.60	None
Due Date Change Simple	None	$ 4.20	None
Due Date Change Complex	None	$ 4.20	None
Cancellation Simple	None	$ 4.20	None
Cancellation Complex	None	$ 4.20	None
PIC Change Charge		$ 5.83	$ 1.52
Electronic - UNE Service Order Type Charges			
Electronic - UNE Service Order	None	$ 2.92	None
Suspend Simple	None	$ 0.12	None
Suspend Complex	None	$ 0.12	None
Restore Simple	None	$ 0.12	None
Restore Complex	None	$ 0.12	None
Expedited Simple	None	$ 6.43	None
Expedited Complex	None	$ 6.43	None
Due Date Change Simple	None	$ 2.14	None
Due Date Change Complex	None	$ 2.14	None
Cancellation Simple	None	$ 2.14	None
Cancellation Complex	None	$ 2.14	None

Price Schedule - CenturyTel of Missouri, LLC. (FINAL CONFORMING)				Nonrecurring Rate
Service	Monthly Recurring	Nonrecurring Rate First **		Additional **
Dedicated Transport				
DS1 Entrance Facilities				
Zone 1 - Install	$ 102.22	$ 261.35	$	127.19
Zone 1 - Disconnect		$ 118.42	$	17.34
Zone 2 - Install	$ 102.22	$ 261.35	$	127.19
Zone 2 - Disconnect		$ 118.42	$	17.34
Zone 3 - Install	$ 102.22	$ 261.35	$	127.19
Zone 3 - Disconnect		$ 118.42	$	17.34
Zone 4 - Install	$ 102.22	$ 261.35	$	127.19
Zone 4 - Disconnect		$ 118.42	$	17.34
DS3 Entrance Facilities				
Zone 1 - Install	$ 2,239.00	$ 256.36	$	92.36
Zone 1 - Disconnect		$ 141.40	$	35.07
Zone 2 - Install	$ 2,239.00	$ 256.36	$	92.36
Zone 2 - Disconnect		$ 141.40	$	35.07
Zone 3 - Install	$ 2,239.00	$ 256.36	$	92.36
Zone 3 - Disconnect		$ 141.40	$	35.07
Zone 4 - Install	$ 2,239.00	$ 256.36	$	92.36
Zone 4 - Disconnect		$ 141.40	$	35.07
Dedicated Transport - Interoffice Transport				
DS1 Transport I/O First mile	$ 49.61	$ 174.43	$	118.14
DS1 Transport I/O Additional mile	$ 0.61	N/A		
DS 3 Transport I/O First mile	$ 531.38	$ 170.28	$	130.07
DS 3 Transport I/O Additional mile	$ 15.72	N/A		
Dark Fiber - Interoffice				
Dark Fiber - Interoffice per 1000ft./month (CTEL Rates) - Per Strand				
24 Fiber Aerial	$ 4.30	None		None
24 Fiber Underground	$ 4.11	None		None
24 Fiber Buried	$ 3.21	None		None
48 Fiber Aerial	$ 2.70	None		None
48 Fiber Underground	$ 2.73	None		None
48 Fiber Buried	$ 1.94	None		None
96 Fiber Aerial	$ 1.95	None		None
96 Fiber Underground	$ 2.09	None		None
96 Fiber Buried	$ 2.09	None		None
Feeder Termination Equipment/month	$ 20.36	None		None
Interoffice Transport Termination/month	$ 10.06	None		None
Interoffice Pass-Thru Office Term. Equipment/month	$ 20.28	None		None
Dark Fiber Interoffice per Strand	n/a	$ 1,653.68	$	1,653.68
Dark Fiber Cross Connect - Interoffice	n/a	$ 81.04	$	81.04
Dark Fiber InterOffice Inquiry	n/a	$ 580.11	$	580.11
Multiplexing - All Zones				
DS1 to Voice Grade - Install	$ 279.54	$ 86.04	$	68.43
DS1 to Voice Grade - Disconnect		$ 13.51	$	11.65
DS3 to DS1 - Install	$ 441.07	$ 201.77	$	156.50
DS3 to DS1 - Disconnect		$ 44.51	$	32.12
Dedicated Transport Cross Connect				
DS1 with test equipment - Install	$ 3.17	$ 96.26	$	64.42
DS1 with test equipment - Disconnect		$ 22.84	$	19.11
DS3	$ 29.71	$ 54.98	$	42.90
Maintenance of Service Charges				
Basic Time - per half hour	None	$ 30.93	$	21.32
Overtime - per half hour	None	$ 36.35	$	26.73
Premium Time - per half hour	None	$ 41.77	$	32.15

Price Schedule - CenturyTel of Missouri, LLC. (FINAL CONFORMING)			
Service	Monthly Recurring	Nonrecurring Rate First **	Nonrecurring Rate Additional **
Time and Materials Charges			
Basic Time - per half hour	None	$ 30.93	$ 21.32
Overtime - per half hour	None	$ 36.35	$ 26.73
Premium Time - per half hour	None	$ 41.77	$ 32.15
Nonproductive Dispatch Charges			
Basic Time - per half hour	None	$ 30.93	$ 21.32
Overtime - per half hour	None	$ 36.35	$ 26.73
Premium Time - per half hour	None	$ 41.77	$ 32.15
Miscellaneous			
Performance Data	ICB	ICB	ICB
Special Request Processing	ICB	ICB	ICB
Recording			
Recording/Access Usage Record	$0.00	None	None
Recording/Non-access Usage Record	$0.00	None	None
E911			
Trunk Charge per channel	See Article XI	See Article XI	See Article XI
Local Switching	$ 0.0033912		
Tandem Switching, per MOU	$ 0.0016835	None	None
Tandem Transport Termination per MOU	$ 0.0000663	None	None
Tandem Transport Facility Mileage (MOU/Mile)	$ 0.0000017		
Conversion Order Charges for Resold Services			
Simple per billable number	None	$ 5.00	None
Complex per billable number	None	$ 5.00	None
NXX Migration per NXX	None	$ 10,934.02	None
Resale	See Article VI	See Article VI	See Article VI
Electronic Billing Information Data (daily usage) per message	NA	$ 0.003	NA
Simple conversion charge per billable number	NA	$ 25.00	NA
Electronic conversion orders per billable number	NA	$ 5.00	NA
Complex conversion orders per billable number	NA	$ 125.00	NA
With the exception of DS3 Loops, Zones are set forth above and are defined in the same manner as those in the Commission's Final Arbitration Order, issued July 31, 1997, in Case No. TO-97-63, the AT&T/GTE arbitration.			
** The Parties acknowledge and agree that all of the Nonrecurring Charges (NRCs) and the DS1 and DS3 Loop rates contained in this Price Schedule are arbitrated rates incorporated into this Article VIIA pursuant to the Missouri Public Service Commission's arbitration order in Case No. TO-2006-0299. By executing this document, neither Party is waiving its rights to contest the validity or lawfulness of these arbitrated rates, nor is either Party waiving its right to argue in the future that such arbitrated rates should be revised, eliminated or modified.			

ARTICLE VIII: ORDERING AND PROVISIONING
UNBUNDLED NETWORK ELEMENTS

1.0   GENERAL REQUIREMENTS

1.1   CenturyTel will provide pre-ordering, ordering and provisioning services to Socket associated with Unbundled Network Elements ("UNEs"), combinations of UNEs and Commingled Arrangements (as defined in Article VII, Section 2.19), pursuant to the requirements set forth in this Article.

1.2   Socket may order, and CenturyTel will fill orders, for Unbundled Network Elements as defined in Article VII. Multiple individual UNEs may be requested by Socket from CenturyTel on a single Local Service Request (LSR) or Access Service Request (ASR) (collectively referred to as "Service Order"), as specified in the CenturyTel Service Guide, for a specific customer and at a specific location without the need to have Socket send a Service Order for each UNE.

1.3   Socket may order, and CenturyTel will fill orders, for specified combinations of Unbundled Network Elements as defined in Article VII. Combinations of Unbundled Network Elements may be requested by Socket from CenturyTel on a single Service Order, as specified in the CenturyTel Service Guide, for a specific customer and at a specific location without the need to have Socket send a Service Order for each UNE.

1.4   For all Unbundled Network Elements and UNE combinations ordered under this Agreement, CenturyTel will provide pre-ordering, ordering and provisioning services at parity quality and speed (speed to be measured from the time CenturyTel receives an order from Socket, as more specifically defined below) to the services CenturyTel provides to its end users for an equivalent service. When UNEs are ordered in combination or in a Commingled Arrangement, for example, loop and transport, CenturyTel will provide the service functions at parity with what CenturyTel provides its end users. The ordering and provisioning to support these services will be provided in an efficient manner.

1.5   Customer-Specific Network Elements are Unbundled Network Elements (UNEs) provided by CenturyTel to Socket that are used to provide Telecommunications Service to a single Socket Customer. Socket will order UNEs, and CenturyTel will provision Socket's orders, based upon OBF LSR or ASR forms as specified in the CenturyTel Service Guide.

1.6   In ordering and provisioning Unbundled Network Elements that are used to serve multiple Socket customers and local interconnection trunks, Socket and CenturyTel shall use industry standard ASR guidelines developed by the OBF.

2.0 ORDERING AND PROVISIONING INTERFACE

2.1 Pre-ordering, ordering and provisioning requests for Unbundled Network Elements or combinations of Unbundled Network Elements provided by CenturyTel to Socket will be transmitted to the CenturyTel Resale/CLEC Contact Service Center or Local Service Center (LSC). CenturyTel will respond to Socket calls with the same level of service that CenturyTel provides to its local exchange customers.

2.2 CenturyTel will provide appropriate Points of Contact (POC) for all of Socket's ordering, status inquiries and escalation contacts between 8 a.m. to 5:00 p.m. (CST), Monday through Friday (except holidays), including POCs for non-OSS issues that impact the Parties' daily business practices.

2.3 Each Party shall keep current its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Article.

2.4 CenturyTel will provide ordering and provisioning services Monday through Friday from 8 a.m. to 5:00 p.m. (CST) through its CLEC Service Center or Access Group, depending on where the order was placed, as directed by the CenturyTel Service Guide. Socket may request expedited provisioning or provisioning outside of the normal workday. Socket agrees to pay any additional costs and/or Non-Recurring Charges (NRC) associated with any such request at the rates set forth in Article VII A.

2.5 CenturyTel will recognize Socket as the customer of record for all Unbundled Network Elements ordered by Socket and will send all notices, invoices and pertinent information directly to Socket.

2.6 A Designed Layout Record (DLR) for designed Unbundled Network Elements can be requested by Socket by noting on the ASR that a DLR is needed.

2.7 Each Party will use its best efforts to ensure that all of its representatives who receive inquiries regarding the other Party's services: (i) refer repair inquires to the other Party and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

2.8 Each Party will work together to share issues and address concerns regarding processes that impact the Parties.

2.9 CenturyTel and Socket will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.

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3.0   ORDERING REQUIREMENTS

3.1   Unless otherwise directed by Socket, CenturyTel will make every attempt to insure that all pre-assigned trunk or telephone numbers currently associated with that element will be retained. To the extent such losses occur, CenturyTel will work cooperatively with Socket to remedy such occurrences.

3.2   CenturyTel shall provide a Firm Order Commitment (FOC) consistent with the terms set forth in Article XV. The FOC will contain industry-standard information.

3.3   The starting time for calculating provisioning intervals begins at the time CenturyTel receives a complete and accurate Service Order.

3.3.1   For purposes of the Article, "receive" shall be understood as follows: (a) for LSRs, "receive" refers to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or its functional equivalent; and (b) for ASRs, until such time as CenturyTel implements a web interface GUI, "receive" refers to the time that CenturyTel's email system accepts Socket's emailed order or, for faxed ASRs, the time printed out by the fax machine.

3.4   Within 24 hours of CenturyTel receiving an order, 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.

3.4.1   [Intentionally omitted]

4.0   PROVISIONING REQUIREMENTS

4.1   Except in the event a Socket local service customer changes its local service provider to another Local Service Provider (LSP) or CenturyTel, CenturyTel may not initiate any Socket end user-requested disconnection or rearrangement of Unbundled Network Elements or combinations unless directed by Socket. Any Socket customer who contacts CenturyTel regarding a change in Socket service will be advised to contact Socket. Any CenturyTel customer who contacts Socket regarding a change in CenturyTel service will be advised to contact CenturyTel.

4.2   If an electronic OSS interface is not available, 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, facsimile, or other method agreed upon by the Parties 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.

4.3   [Intentionally omitted]

4.4   Any written "leave behind" materials that CenturyTel technicians provide to Socket local customers will be non-branded materials that do not identify the work being performed as being performed by CenturyTel.

4.5   CenturyTel technicians will refer Socket local customers to their local service provider if a Socket local customer requests a change to service at the time of installation. When a CenturyTel employee visits the premises of a Socket local customer, the CenturyTel employee must inform the customer that he or she is there acting on behalf of the customer's local service provider.

4.6   If additional construction charges are required to provide any service for this Article, CenturyTel will provide Socket with the charges associated with the required construction and obtain Socket's approval prior to commencing construction.

4.7   When CenturyTel is already providing a network element combination or EEL to another LEC for its end user, Socket may order that specific combination or EEL under this Agreement as an "As-is" combination or EEL. When Socket orders an "As-is" combination or EEL, elements that are currently combined and functional in CenturyTel's network will remain combined and functional without any disconnection and without loss of capability or functionality. There will be no charge for combining such network elements or preserving such combinations, other than the recurring and nonrecurring charges applicable to the individual network elements, applicable cross connect charges, and the electronic service order charge as specified in Article VII A.

5.0   **PERFORMANCE REQUIREMENTS**

5.1   CenturyTel shall adhere to any provisioning intervals set forth in Article XV - Performance Measurements. In the event CenturyTel demonstrates that these provisioning intervals require CenturyTel to provide Socket a greater level of service than CenturyTel provides to its own retail customers, the Parties shall negotiate and mutually agree upon new provisioning intervals. If the Parties are unable to agree upon new provisioning intervals, either Party may invoke the dispute resolution intervals set forth in Article III. The provisioning intervals set forth in Article XV shall continue to be in effect until replaced.

5.2   When Socket submits a Service Order, Socket will specify a requested Desired Due Date (DDD), and CenturyTel will specify a Due Date (DD) based on the applicable dates within the applicable intervals. In the event Socket's desired Due Date is less than the standard interval, the Service Order will be assigned a DD using the applicable interval. If expedited service is requested, Socket will populate the "Expedite" and "Expedite Reason" fields on the request. CenturyTel will contact Socket, and the Parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply as set forth in Article VII A. CenturyTel will not complete the order prior to the DD or later than the DD unless authorized by Socket. Socket and CenturyTel will use 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 provisioning of this Agreement.

5.3   When Socket submits a Service Order to change the Desired Due Date (DDD) from a previous version of the Service Order for which a FOC already has been received, CenturyTel will specify a revised due date (DD) based on the applicable intervals. If expedited service is not requested, this situation will be considered a Due Date change and subject to applicable Non-Recurring Charges as set forth in Article VII A.

5.4   When Socket submits a Service Order to cancel the request from a previous version of the Service Order for which a FOC already has been received, CenturyTel will process the cancel based on the request. This situation will be considered a cancel and subject to applicable Non-Recurring Charge as set forth in Article VII A.

5.5   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. This situation will be considered a "Customer Not Ready," and applicable service order charges will apply as set forth in Article VII A.

ARTICLE IX: MAINTENANCE

1.0   GENERAL REQUIREMENTS

1.1   CenturyTel will provide repair, maintenance, testing, and surveillance for all resold services, Unbundled Network Elements, combinations of Network Elements (Combinations), commingled Network Elements (Commingled Elements) and Interconnection Facilities and trunks as described in the Agreement in accordance with the terms and conditions of this Article.

2.0   MAINTENANCE REQUIREMENTS

2.1   CenturyTel will provide maintenance for all resold services, Unbundled Network Elements, Combinations, Commingled Elements and Interconnection Facilities and trunks provided under this Agreement at levels equal to the maintenance provided by CenturyTel in serving its end user customers and will meet the requirements set forth in this Article. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner that meets the performance metrics provided for in this Agreement and any Commission-ordered performance measures.

2.2   CenturyTel shall adhere to the maintenance requirements and intervals set forth in Article XV: Performance Measurements and Provisioning Intervals. In the event CenturyTel demonstrates that these intervals require CenturyTel to provide Socket a greater level of service than CenturyTel provides to its own retail customers, the Parties shall negotiate and mutually agree upon new maintenance intervals and metrics. If the Parties are unable to agree upon new intervals, either Party may invoke the dispute resolution procedures set forth in Article III, Section 18. The applicable intervals set forth in Article XV shall continue to be in effect until replaced.

3.0   REPAIR SERVICE RESPONSE

3.1   CenturyTel technicians will provide repair service on resold services, Unbundled Network Elements, Combinations, Commingled Elements and Interconnection Facilities and trunks that is at least equal in quality to that provided to CenturyTel customers; trouble calls from Socket will receive response times and priorities that are at least equal to that of CenturyTel customers. The repair service response will be provided in a manner that meets the performance metrics provided for in this Agreement and any Commission-ordered performance measures. CenturyTel shall adhere to the repair and service response intervals set forth in Article XV: Performance Measurements and Provisioning Intervals. In the event CenturyTel demonstrates that these intervals require CenturyTel to provide Socket a greater level of service than CenturyTel provides to its

own retail customers, the Parties shall negotiate and mutually agree upon new intervals and metrics. If the Parties are unable to agree upon new intervals, either Party may invoke the dispute resolution procedures set forth in Article III, Section 18. The applicable intervals set forth in Article XV shall continue to be in effect until replaced.

4.0 INTERCOMPANY COMMUNICATIONS

4.1   Socket may contact CenturyTel in order to discuss scheduled activities that may impact Socket customers.

4.2   CenturyTel will comply with the requirements of 47 C.F.R. §§ 51.325-51.335, as applicable, which address notification requirements for planned network changes including, for example, those that will affect Socket's performance or ability to provide service.

5.0 EMERGENCY RESTORATION

5.1   Socket may contact CenturyTel in order to discuss activities involving the Central Office and inter-office network that may impact Socket customers.

5.1.1   CenturyTel will establish a single point of contact (SPOC) to provide Socket with information relating to the status of restoration efforts and problem resolution during any restoration process. This SPOC shall be a special option contained on CenturyTel's 800 number(s) used by retail customers. Calls placed to this SPOC shall be answered twenty-four (24) hours per day, seven (7) days per week. CenturyTel will have a knowledgeable person available to respond to Socket's questions.

5.1.2   CenturyTel shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements, Combinations, Commingled Elements and Interconnection Facilities and trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for Socket carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5.1.3   Within 10 days of the Effective Date of this Agreement, CenturyTel shall provide Socket with the contact information for the single point of contact established in 5.1.1 and provide detailed documentation of the methods and procedures established under 5.1.2.

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6.0   MISDIRECTED REPAIR CALLS

6.1   For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.

6.2   In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or market services.

7.0   REPAIR PROCEDURES

7.1   CenturyTel will provide a single point of contact (SPOC) for all of Socket's maintenance requirements under this Article (via an 800 number) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be a special option contained on CenturyTel's 800 number(s) used by retail customers. Competent personnel with knowledge of CenturyTel's repair and maintenance processes and procedures shall answer the number provided to Socket. These personnel shall have access to the systems or information to enable them to receive trouble tickets and provide updates on repair status.

7.1.1   [Intentionally omitted]

7.2   On a reciprocal basis, Socket will provide a single point of contact (SPOC) for all of Socket's maintenance requirements under this Article that will be answered twenty four (24) hours per day, seven (7) days per week.

7.3   While in manual mode operation, upon request from Socket CenturyTel will provide Socket "estimated time to restore," when the information is known.

7.4   When CenturyTel responds to a Socket trouble ticket with "no trouble found," Socket may request a joint test to be conducted by a CenturyTel technician and, at Socket's discretion, either a Socket technician, a vendor technician and/or Socket's Network Operations Center.

7.5   [Intentionally omitted]

7.6   For network outages other than emergency outages, the performance measurements established in this Agreement will govern.

7.7   For purposes of this Section, services, facilities and equipment provided to Socket through resold service, Unbundled Network Elements, Combinations, or Commingled

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Elements will be considered restored, or a trouble resolved, when the quality of the resold service, Unbundled Network Elements, Combinations, or Commingled Elements is equal to that provided before the outage or the trouble occurred and any discovered defect is repaired.

8.0 ESCALATION PROCEDURES

8.1 CenturyTel will provide Socket with 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. This escalation procedure shall permit Socket to contact CenturyTel personnel 24 hours a day/7 days a week. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyTel management personnel who are responsible for maintenance issues. This information shall be provided within 10 days of the Effective Date of the Agreement.

9.0 PREMISES VISIT PROCEDURES

9.1 CenturyTel Maintenance of Service Charges, when applicable, will be billed by CenturyTel to Socket, and not to Socket's end-user customers.

9.2 Dispatching of CenturyTel's technicians to Socket's customers' premises shall be accomplished by CenturyTel pursuant to a request received from Socket.

9.3 When a CenturyTel employee visits the premises of a Socket local service customer, the CenturyTel employee must inform the customer that he or she is there acting on behalf of the customer's local service provider. Any written "leave behind" materials that CenturyTel technicians provide to Socket's local customers will be non-branded materials that do not identify the work being performed as being performed by CenturyTel. These materials will include, without limitation, non-branded forms for the customer and non-branded "not at home" cards. Socket may elect to have CenturyTel use "Socket branded" materials in lieu of non-branded materials for use by CenturyTel installation, maintenance and/or repair technicians when dealing with Socket's customers. If Socket elects to have CenturyTel use "Socket branded" materials, these materials will be furnished to CenturyTel by and at the sole expense of Socket. CenturyTel will not rebrand its vehicles and personnel. Socket will provide a single point of contact so that CenturyTel, including individual CenturyTel technicians, can order "Socket branded" materials via a toll free telephone number provided by Socket, for delivery to an address specified by CenturyTel or the technician.

9.4 If a trouble cannot be cleared without access to Socket's local service customer's premises and the customer is not at home, the CenturyTel technician will leave at the

customer's premises a non-branded "no access" card requesting the customer to call Socket for rescheduling of the repair.

10.0   TESTING

10.1   All troubles affecting Socket's Unbundled Network Elements, Combinations and/or Commingled Elements that are determined not to be end-user customer-related or in Socket's provided network facilities will be reported by Socket to CenturyTel. Upon receipt of a trouble report on such network elements, CenturyTel will test and sectionalize all elements purchased from (or provided by) CenturyTel. If CenturyTel determines that a trouble is isolated or sectionalized in network facilities provided by Socket, then CenturyTel will refer the trouble ticket back to Socket for handling. CenturyTel shall support Socket's request for a joint test as described in Section 7.4.

11.0   PRICING

11.1   Charges for the relevant services provided under this Article are included in Article VII A: UNE Pricing.

ARTICLE X: ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

1.0   To the extent required by the Act, including the requirement that a requesting telecommunications carrier be a provider of Telecommunications Services as defined by 47 U.S.C. 153(46), CenturyTel and Socket shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyTel or Socket desires access to the other Party's poles, ducts, conduits or ROWs, CenturyTel and Socket shall make a written request therefore and negotiate such access in accordance with Applicable Laws. Such agreements shall be stand alone agreements.

2.0   If either Party submits a written request for access to the poles, ducts, conduits, or rights-of-way of the other Party, the Party receiving the request shall respond with proposed terms and conditions within twenty (20) Business Days.

3.0   If the Parties are unable to agree upon rates, terms and conditions after good faith negotiations on the part of both Parties for access to poles, ducts, conduits and rights-of-way, either Party may utilize the complaint and/or mediation procedures at the FCC or at the Commission, if the Commission has certified that it has taken jurisdiction over the matter.

4.0   Socket agrees that Pole Attachment and conduit occupancy agreements must be executed separately before it makes any Pole Attachments to CenturyTel's facilities or uses CenturyTel's conduit according to the terms of this Agreement. Unauthorized Pole Attachments or unauthorized use of conduit will constitute a breach of this Agreement.

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ARTICLE XI: E911

TERMS AND CONDITIONS FOR PROVIDING
INTERCONNECTION AND DATABASE ACCESS FOR E911

This Article XI: E911 sets forth the terms and conditions under which CenturyTel will provide the connection between Socket's local switch and E911 Universal Emergency Number Service.

1.0   DEFINITIONS

As used herein, and for the purposes of this Article, the following terms will have the meanings set forth below:

1.1   "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from Socket's End Office to the SR in accordance with applicable NENA Standards.

1.2   "Automatic Location Identification" or "ALI" means a record that includes the subscriber's name, street address, emergency service number and other predetermined information associated with the E-911 caller's telephone number.

1.3   "Automatic Number Identification" or "ANI" means the telephone encoding of a subscriber's telephone number, used for selective routing and for display at a Public Safety Answering Point (PSAP) to identify the caller. It is the key field in an ALI database.

1.4   "Company Identifier" or "Company ID" means a three- to five-character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the end user. The Company Identifier is maintained by NENA in a nationally accessible database.

1.5   "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

1.6   "E911 Customer or PSAP Operator" - A municipality or other State or local governmental unit, or an authorized agent of one or more municipalities or other State or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire service through the use of one telephone number, 911.

1.7   "E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service" or "E911 Service") means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

1.8   "Emergency Services" means law enforcement, fire, ambulance, rescue, and medical services.

1.9   "Emergency Service Number" or "ESN" means a three- to five-digit number representing a unique combination of emergency service agencies (law enforcement, fire, and emergency medical service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

1.10   "National Emergency Number Association" or "NENA" means a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number" for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

1.11   "Public Safety Answering Point" or "PSAP" - An answering location for 911 calls originating in a given area. The E911 PSAP Operator may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

1.12   "Selective Routing" and "Selective Router" or "SR" means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

1.13   "ALI Database" - A database which stores information associated with end user customers' telephone numbers.

2.0   CENTURYTEL RESPONSIBILTIES

When CenturyTel is the 911 service Provider in a particular Rate Center in which Socket is authorized to provide local telephone exchange service, CenturyTel shall have the following obligations:

2.1   Call Routing.

2.1.1   CenturyTel will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer.

2.1.2   CenturyTel will forward the calling party number (ANI) it receives from Socket and the associated 911 Automatic Location Identification (ALI) to the applicable PSAP for display. In the event of ANI failure, Socket will forward a default routing number that is assigned by CenturyTel for display at the PSAP. If ANI is forwarded by Socket, but no ALI record is found in the E911 DBMS, CenturyTel will report this "No Record Found" condition to Socket in accordance with NENA standards.

2.2   Facilities and Trunking.

2.2.1   CenturyTel shall provide and maintain sufficient dedicated E911 trunks from each applicable SR to the PSAP(s) of the E911 PSAP Operator, according to provisions of the Commission, applicable NENA standards and documented specifications of the E911 PSAP Operator. CenturyTel will permit Socket to lease 911 facilities from the POI to CenturyTel's SR at the rates set forth in Exhibit 1 (attached to this Article). Socket has the option to secure alternative 911 facilities from another provider or to provide its own facilities.

2.2.2   Upon written request by Socket, CenturyTel shall, in a timely fashion and at no charge, provide Socket with a description of the geographic area (or Rate Centers) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

2.2.3   CenturyTel and Socket will cooperate to promptly test all trunks and facilities between Socket's switch and the CenturyTel SR(s) in accordance with industry standards.

2.3   Database.

2.3.1   Where CenturyTel manages the E911 database, CenturyTel shall store Socket's end user 911 Records (that is, the name, address, and associated telephone number(s) for each of

Socket's end users within the area served by the PSAP) in the electronic data processing database for the E911 DBMS. Socket or its representative(s) is responsible for electronically providing end user 911 records and updating this information.

2.3.2 The DBMS provider shall protect access, by use of a password, to the E911 database or Central Office-based Database Management Systems (DBMS) for use by basic local exchange telecommunications companies solely for the purpose of updating subscriber records when basic local exchange telecommunications companies are responsible for updating such records.

2.3.3 CenturyTel shall coordinate access to the CenturyTel E911 DBMS for the initial loading and updating of Socket end user 911 records.

2.3.4 CenturyTel's ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS has a technical malfunction.

2.3.5 CenturyTel will update Socket's end user 911 records in the E911 DBMS, at no charge to Socket, if Socket uses CenturyTel's E911 gateway to maintain Socket's end user records. CenturyTel will then provide Socket an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures to be provided to Socket.

2.3.6 Where CenturyTel manages the DBMS, CenturyTel shall provide Socket with a file containing the Master Street Address Guide (MSAG) for Socket's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where Socket is authorized to do business as a local exchange service provider. In lieu of a file and regular updates, CenturyTel may continue to provide direct electronic access to the MSAG database for the purpose of Socket reviewing or verifying its customers' information.

2.3.7 Where CenturyTel manages the DBMS, CenturyTel shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

2.3.8 CenturyTel will be responsible for identifying and correcting database errors that are caused by CenturyTel.

2.3.9 Pursuant to its tariffs, CenturyTel may charge the appropriate E911 PSAP Operator for each Socket subscriber record that CenturyTel maintains in the E911 database or DBMS.

3.0 SOCKET RESPONSIBILITIES

When CenturyTel is the E911 Service Provider in an exchange where Socket is authorized to provide basic local exchange service and wants to commence provision of such service, Socket shall have the following obligations:

3.1 Call Routing.

3.1.1 Socket will transport 911 calls from its switch to the applicable CenturyTel SR associated with each exchange where Socket provides basic local exchange service or other service that includes 911 or E911 functionality.

3.1.2. Socket will forward the ANI information of the party calling 911 to CenturyTel SR.

3.2 Facilities and Trunking.

3.2.1 As required by Applicable Law, Socket shall provide sufficient facilities and trunks at each CenturyTel 911 SR that serves each exchange area in which Socket is authorized to and will provide exchange service. Socket acknowledges that its end users in a single local calling scope may be served by different SRs, and Socket shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR.

3.2.2 Socket shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to each CenturyTel 911 Selective Router for each PSAP associated with Socket's exchange areas, where applicable, in accordance with applicable NENA standards. Socket shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or a duly authorized governmental authority.

3.2.3 Socket shall maintain transport capacity sufficient to route traffic over trunks between Socket's switch and the CenturyTel SR.

3.2.4 Socket shall provide sufficient trunking and facilities to route Socket's originating 911 calls to the designated CenturyTel 911 SR. Socket is responsible for requesting and providing for trunking and facilities to be routed diversely for 911 connectivity.

3.2.5 Socket is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the CenturyTel 911 SR.

3.2.6 Socket shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Socket's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Socket shall add additional circuits.

3.2.7 Socket will cooperate with CenturyTel to promptly test all 911 trunks and facilities between Socket's network and the CenturyTel 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 service. Socket agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

3.3 Database.

3.3.1 Once E911 trunking has been established and tested between Socket's End Office and appropriate SRs, Socket or its representatives shall be responsible for providing Socket's end user 911 records to CenturyTel for inclusion in CenturyTel's DBMS on a timely basis.

3.3.2 Socket or its agent shall provide initial and ongoing updates of Socket's end user 911 records that are MSAG-valid, in electronic format based upon established NENA standards.

3.3.3 Socket shall adopt use of a Company ID on all Socket end user 911 records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

3.3.4 Socket is responsible for providing CenturyTel updates to the ALI database; in addition, Socket is responsible for correcting any errors that may occur during the entry of its data to the CenturyTel 911 DBMS.

3.3.5 Socket shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

3.4 Other.

3.4.1 Socket is responsible for collecting from its retail end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries Socket provides local exchange service.

4.0   RESPONSIBILITIES OF BOTH PARTIES

4.1   The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from Socket through to the designated CenturyTel 911 Selective Router(s).

4.2   Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.3   Socket is responsible for the isolation, coordination and restoration of all 911 network maintenance problems from its network up to CenturyTel's 911 SR. CenturyTel will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from the SR to the appropriate PSAP(s). Socket is responsible for advising CenturyTel of the circuit identification and the fact that the circuit is a 911 circuit when notifying CenturyTel of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyTel will refer network trouble to Socket if no defect is found in CenturyTel's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

5.0   METHODS AND PRACTICES

5.1   With respect to all matters covered by this Article, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable Commission rules and regulations, (ii) any requirements imposed by any governmental authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

6.0   CONTINGENCY

6.1   [intentionally omitted]

6.2   The Parties agree that E911 Service is provided for the use of the E911 PSAP Operator, and recognize the authority of the E911 PSAP Operator to establish service specifications and grant final approval (or denial) of service configurations offered by CenturyTel and Socket. These specifications shall be documented in a form to be agreed upon by the Parties which form shall then be attached to this Article (the "Specifications Form"). Socket shall complete such Specification Form and submit it to CenturyTel not later than forty-five (45) days prior to the date Socket intends to begin providing basic local exchange service in a particular Rate Center in which Socket is authorized to provide local telephone exchange service. CenturyTel shall complete its portion of such

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Specification Form and return same to Socket not later than fifteen (15) days after receipt of the Specification Form from Socket.

6.3   Socket must obtain documentation of approval of the Specification Form from the appropriate E911 PSAP Operators that have jurisdiction in the area(s) in which Socket's retail end users are located. Socket shall provide documentation of all requisite approval(s) to CenturyTel prior to the use of Socket's E911 connection for actual emergency calls. Socket's process for obtaining approval will be done in accordance with 4 CSR 240-34.240-34.060(1).

6.4   Each Party has designated a representative who has the authority to complete additional Specifications Forms when necessary to accommodate expansion of Socket's geographic area into the jurisdiction of additional PSAPs or to increase the number of trunks. Socket must obtain approval from the applicable E911 PSAP Operator of each additional Specification Form, as set forth in Section 6.3 and shall furnish documentation of all requisite approvals of each additional Specification Form in accordance with Section 6.3. In addition, CenturyTel's designated representative shall be knowledgeable of CenturyTel's 911 practices and processes, including those pertaining to establishing 911 connectivity, testing, interaction with 911 customers, and CenturyTel's products and services.

6.5   The Parties designate the following representatives who shall have the authority to execute additional Specifications Forms to this Article as contemplated by Section 6.4:

CenturyTel representative:

Debra Poleos-Stenger
1151 CenturyTel Dr., Bldg. A
Wentzville, MO 63385
636-332-7330
debra.poleos@centurytel.com

Socket representative:

Matt Kohly
1005 Cherry Street, Suite 104
P.O. Box 1902
Columbia, MO 65201
572-777-1991, ext. 551
mkohly@sockettelecom.com

7.0   BASIS OF COMPENSATION

7.1 Compensation to CenturyTel for provision of connection to E911 Service provided hereunder will be based upon the charges set forth in Exhibit 1 - Basis of Compensation, and applied in accordance with the specifications and configurations set forth in the Specifications Form.

7.2 Charges will begin on the date connection to E911 Service commences and shall be billed on monthly statements in advance. Payment will be made in accordance with Article III of the Agreement.

8.0 LIABILITY

8.1 CenturyTel liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Article. CenturyTel shall not be liable to Socket, its customers or end users or its 911 or E911 calling parties or any other parties or persons for any loss, claim, liability or damages arising out of the provision of 911 or E911 Service or any errors, interruptions, defects, failures or malfunctions of 911 or E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CenturyTel has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Socket until service is restored.

8.2 Socket's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Article. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Socket has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CenturyTel until service is restored.

8.3 Socket agrees to release, indemnify, defend and hold harmless CenturyTel from any and all loss, claim, liability or damages arising out of CenturyTel's provision of 911 or E911 Service hereunder or out of Socket's customers' or end users' use of the 911 or E911 Service, whether suffered, made, instituted or asserted by Socket, its customers or end users , or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Socket, its customers or end users or others, unless the act or omission proximately causing the loss, claim, liability or damages constitutes gross negligence, recklessness or intentional misconduct of CenturyTel.

8.4   Socket also agrees to release, indemnify, defend and hold harmless CenturyTel from any and all loss, claim, liability or damages involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 or E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 or E911 Service provided hereunder, unless the act or omissions proximately causing the loss, claim, liability or damages constitutes the gross negligence, recklessness or intentional misconduct of CenturyTel.

EXHIBIT I - BASIS OF COMPENSATION

This Exhibit I is attached to and made a part of Article XI: E911.

A. The following trunk charges will be paid to CenturyTel for each E911 PSAP to which Socket connects.

	Monthly Recurring	Nonrecurring
911 Trunk Charge Channel (Each)	$85.00 per trunk	$170.00 per trunk

B. 911 Facilities from the Socket POI to CenturyTel's SR.

911 Facilities from Socket POI to CenturyTel SR	Monthly Recurring	Nonrecurring
DS1 Termination	$25.50 per DS1	$ 174.43
DS1 Transport (if applicable)	$0.061 per mile	$ 0.00

ARTICLE XI: E911
CenturyTel/Socket
Page 12 of 12
FINAL CONFORMING

EXHIBIT II – SPECIFICATION FORM

[To be developed]

ARTICLE XII: LOCAL NUMBER PORTABILITY - PERMANENT NUMBER PORTABILITY

1.0 PROVISION OF LOCAL NUMBER PORTABILITY – PERMANENT NUMBER PORTABILITY

1.1 CenturyTel and Socket shall provide to each other, on a reciprocal basis, Permanent Number Portability (PNP) in accordance with requirements of the Act.

2.0 DEFINITIONS

2.1 For purposes of this Section, the following definitions apply:

2.1.1 Coordinated Hot Cut (CHC) – a combined simultaneous effort between local service providers to perform the completion of a local service request order.

2.1.2 Donor Party – The Donor Party is the Party receiving the number port request and is relinquishing the ported number.

2.1.3 Local Routing Number (LRN)- is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

2.1.4 "Permanent Number Portability" (PNP) is a long-term method of providing Local Number Portability (LNP) using LRN.

2.1.5 Recipient Party – The Recipient Party is the Party initiating the number port request and is receiving the ported number.

2.1.6 Unconditional Ten-Digit Trigger Method (TDT) – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting is less downtime to the end–user.

3.0 LOCAL ROUTING NUMBER – PERMANENT NUMBER PORTABILITY (LRN-PNP)

3.1 Each of the Party's End Office Switches is LRN-PNP capable.

3.2 Requirements for LRN-PNP.

3.2.1   The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (*i.e.*, First Report and Order and subsequent Orders issued as of the date this Agreement was executed). As such, the Parties agree to provide PNP via LRN to each other as required by such FCC Orders or industry agreed-upon practices.

4.0   ORDERING

4.1   Ordering for number ports will be initiated via Local Service Requests (LSR). Socket may submit orders for porting of numbers via CenturyTel's current web-based ordering system or other system that is developed based on Ordering and Billing Forum (OBF) recommendations.

4.1.1   An LSR may contain requests to port more than a single number.

4.1.2   The LSR will have a requested due date that is not less than the standard provisioning intervals set forth in this Agreement.

4.2   Additional Requirements for Socket to Request Coordinated Hot Cuts.

4.2.1   Until an electronic system for scheduling CHCs is developed, Socket will submit an LSR that includes a requested time.

4.2.2   If the requested time is not acceptable to CenturyTel, CenturyTel will reject the order and indicate that the reason for the reject is that the requested port time is not acceptable.

4.2.3   Upon receiving the rejected order, Socket will contact CenturyTel's CLEC Service Center to schedule the time for the CHC.

4.2.4   If CenturyTel is unable to schedule the CHC within 24 hours of the provisioning interval, no charges shall apply to the CHC.

4.2.4.1 Within 10 days of the Effective Date of this Agreement, CenturyTel shall provide the contact information for this center as well as additional contact information for Socket to use when number port-related issues must be escalated.

4.2.5   Socket will then supplement the LSR with the agreed-upon time.

4.3   The Donor Party may request the scheduled port date be changed or the 10-digit unconditional trigger to remain in place via a supplement order.

4.4   The Donor Party may cancel a number port via a supplemental order.

4.5   CenturyTel may fax or e-mail requests for number port to Socket.

4.6   Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 48 hours from the time a "clean" LSR is received.

4.7   For purposes of this Article, the Recipient Party may request to use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

5.0   REQUIREMENTS FOR PNP

5.1   Cut-Over Processes.

5.1.1   TDT Cut-Overs.

5.1.1.1 Where technically feasible, both Parties will use the PNP-LRN cut-overs, which rely upon the 10-digit unconditional trigger method for porting numbers.

5.1.1.2 The Donor Party agrees to set the 10-digit unconditional trigger by close of business, normally 5:00 p.m. Central time, but no later than 11:59 p.m. on the day before the scheduled due date.

5.1.1.3 The Donor Party agrees to remove the 10-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party, and submitting a supplemental order.

5.1.2   Coordinated Hot Cut (CHC).

5.1.2.1 Prior to the requested time, the Recipient Party will place a port order with National Portability Administration Center (NPAC) for the number port. Prior to the requested time, the Donor Party shall concur with the order requesting a time for the CHC.

5.1.2.2 At or after the requested time on the LSR, the Recipient Party shall contact the Donor Party to initiate the porting process.

5.1.2.3 Each Party will perform the necessary technical functions to ensure the port is completed

with minimal customer down time.

5.1.2.4 Both Parties shall remain on the phone until the porting process is complete.

5.1.2.5 Both Parties shall provide for number portability via a CHC during normal business hours from 8 a.m. CST to 5 p.m. CST, Monday through Friday. Porting outside normal business hours will only be provided with 12 business hours advance notice.

6.0   OBLIGATIONS OF PARTIES

6.1   Both Parties shall adhere to Due Date Intervals set forth in this Agreement.

6.2   Limitations of Service.

6.2.1   Neither Party shall be required to provide number portability under this Agreement for excluded numbers defined by FCC orders, as updated from time to time, *e.g.*, 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (*i.e.*, numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time. The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or Socket.

6.2.2   To the extent technically feasible, in accordance with the requirements prescribed by the FCC, each Party shall permit to be ported those telephone numbers that already are subject to Remote Call Forwarding at the time the customer switches local service providers, provided that the local calling scope of the ported number does not change. Any such porting arrangement shall not be used for toll by-pass, shall not allow further call forwarding from the remote call forwarded location, and shall not allow for calls to international locations. For the rating of outbound calls from the remote call forwarded number, the number will continue to be geographically assigned to the Rate Center associated with that call, and the Parties will be responsible for paying any intrastate and/or interstate access charges applicable to such arrangement.

6.3   The Parties operate under a "blanket letter of authorization" (as described more fully in Article III, Section 58) that confirms that a Party will only submit orders to port a number(s) for which it has proper authorization from its end user customer. Neither Party may require proof of end-user authorization as a condition of porting a customer number.

6.4   Porting of DID Numbers.

6.4.1   CenturyTel and Socket shall offer number portability to customers for any portion of an existing Direct Inward Dialing (DID) block without being required to port the entire

block of DID numbers. If a pilot number is ported, Socket must designate one of the remaining numbers as the pilot.

6.4.2   CenturyTel and Socket shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.

6.4.3   When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

6.4.4   Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

6.4.5   Each Party shall abide by the guidelines of the North American Numbering Council (NANC) and the associated industry guidelines for provisioning and implementation processes.

6.4.6   Each Party shall become responsible for the end user's other telecommunications-related items, *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end user's telephone number to its switch.

7.0   PRICING

7.1   When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party agrees to pay, for CHC service at the "additional time and material" rates set forth below.

7.2   For calculating compensation, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

7.2.1   Rates for CHC.

7.2.1.1 Service Order Charge - $3.92 per Order. This charge applies per Local Service Request (LSR).

7.2.1.2 CHC – 1st Hour -$42.84

7.2.1.3 CHC - Add'l Quarter Hour - $10.71.

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   CenturyTel OSS Systems: 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   CenturyTel OSS Facilities: 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   CenturyTel Pre-OSS Systems: 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

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(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   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.

2.5   Customer Confidential Information: 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 telecommunications 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

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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 the OSS Systems and Pre-OSS Systems: (a) shall remain the property of 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

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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 efficiencies. Socket understands that such improvements will not include 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

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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.

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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

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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 CenturyTel'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.

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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 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 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

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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 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 required by law and then in such event shall do so only pursuant to the terms of Sections 14 and 27 of Article III.

11.0 NOTICES.

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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

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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.

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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 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.

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 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.

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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

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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.

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ARTICLE XIV: NUMBERING

1.0   NUMBERING

1.1   Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Socket's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Socket shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Socket shall not request number resources to be assigned to any CenturyTel switching entity.

1.1.2   Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

1.2   Code Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

ARTICLE XV: PERFORMANCE MEASURES AND PROVISIONING INTERVALS

1.0 SERVICE QUALITY

1.1 The Parties recognize that this Agreement will establish new business processes. The Parties expect that experience will show whether new measurements are needed or whether existing measurements are not needed. Either Party, therefore, may request the addition, deletion or modification of the measures set forth in this Article. The Parties shall work together to resolve such issues promptly and they expect that resolution of such issues shall take into account and reflect industry solutions and experience in addressing similar issues. In the event that the Parties cannot agree on such addition, deletion or modification, then the Party seeking the addition, deletion or modification may initiate the Dispute Resolution provisions of this Agreement.

1.2 Performance Measures - CenturyTel will provide the services set forth in this Agreement in accordance with Performance Measurements (PM) and other measurements of quality set forth in Appendix – Performance Measures and elsewhere in the Agreement.

1.3 Provisioning Intervals – CenturyTel shall adhere to the Provisioning Intervals set forth in Appendix – Provisioning Intervals.

1.3.1 These Provisioning Intervals are to be measured in Business Days.

1.3.2 Unless specifically stated in the individual PM, the Provisioning Intervals begin at the start of the Business Day following the day the order or request was received by CenturyTel, for purposes of calculating compliance with the Provisioning Interval. For purposes of this Article, "received" shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.

1.3.2A Provisioning Intervals begin at and are measured from the Start Date/Time, as set forth in Section 1.3.5.3. For purposes of this Article, the date and time CenturyTel "receives" the order or request shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.

1.3.3 These intervals are all inconclusive. There is no additional time allotted for tasks not specifically included in the Provisioning Interval (i.e. CenturyTel is not allowed an additional two-days to re-type an order unless the Provisioning Interval specifically permits additional times).

1.3.4 If CenturyTel in the future improves its internal provisioning intervals, the Parties agree to renegotiate all affected intervals contained in this

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

1.3.5   Definitions and Standards Applicable.

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

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

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

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

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

1.3.5.6 "Rolling Frame Period" is a period of not less than one nor more than three complete consecutive months on a rolling basis during which the specified minimum number of non-excluded observations of an activity being measured are tracked and aggregated for purposes of evaluating the application of the Gap Closure Plan provisions of Section 4.1 or the application of remedies under Section 4.5 and Appendix—Performance Measures. A Rolling Frame Period ends on the last day of the Rolling Frame Period month in which the final non-excluded observation for the activity being measured occurs. A new Rolling Frame Period begins on the first day of the month following the month in which the previous Rolling Month Period ends. For purposes of clarification, a Rolling Frame Period does not "end" until the minimum number of non-excluded observations being measured are aggregated for the purpose of evaluating the application of a Gap Closure Plan under Section 4.1 or remedies under Section 4.5. After such measurement and calculation, the Rolling Frame Period ends as set forth above, and a new Rolling Frame Period starts. Until such time as it ends, the three-month Rolling Frame Period rolls month-to-month by adding the most recent month to the previous two. For example, if a Rolling Frame

Period starts in October, it would include the first three months—October, November and December. If the minimum number of non-excluded observations is not reached in that three-month period, then the next month is added and the oldest month drops off, with the Rolling Frame Period now including November, December and January. This month-to-month rolling would continue until the minimum number of non-excluded observations is reached during the period and measured against the applicable benchmark, thus ending the Rolling Frame Period and starting a new Rolling Frame Period.

2.0   IMPLEMENTATION TEAM

2.1   The Parties understand that the arrangements and provision of services, network elements and ancillary functions described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "Implementation Team"), which shall develop and identify any additional processes, guidelines, specifications, standards, terms and conditions necessary for the provision of the services, network elements and ancillary functions, and for the specific implementation of each Party's obligations. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party.

2.2   Except as otherwise agreed upon by the Parties, on a mutually agreed upon day and time once a month during the Term of this Agreement, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly session the Parties will discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services, network elements and ancillary functions provided under this Agreement; (iii) the Parties' compliance with the Performance Measures set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties, through their representatives on the Implementation Team or such other appropriate representatives, will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

3.0   GAP CLOSURE PLAN

If CenturyTel fails to meet the metrics set forth for a particular performance measure set forth in Appendix–Performance Measures for three consecutive months, upon notice from Socket that such a requirement has arisen, CenturyTel shall implement a Gap Closure Plan to improve performance. The intent of a Gap Closure Plan is to identify and expeditiously implement those actions necessary to close performance gaps to the acceptable levels of performance established by the parties under this Agreement and this Article (the "Benchmarks"). The parties anticipate Gap Closure Plans will typically be of six to nine months duration. CenturyTel will complete preparation of the Gap Closure Plan within 20 Business Days of notice from Socket that CenturyTel has failed to satisfy a metric set forth in Appendix – Performance Measures for three consecutive months and that CenturyTel's performance requires a Gap Closure Plan.

3.1   The Gap Closure Plan will include:

3.1.1   evaluation of the opportunity for continuous improvement, systems enhancements and re-engineering,

3.1.2   forecasted improvement to the desired performance level for each issue or initiative,

3.1.3   evaluation of pertinent change in period results,

3.1.4   a date for compliance with the PM(s) set forth in this Article, and

3.1.5   an agreed upon date for meeting the PM(s).

3.2   Once CenturyTel completes the Gap Closure Plan and provides this plan to Socket, the Parties shall meet within five business days to mutually approve the plan. In total, the mutually agreed Gap Closure Plan will be completed within 20 business days from when Socket notified CenturyTel that such a plan is required. In the event the parties are unable to reach agreement on the Gap Closure Plan, either Party may request that the Staff of the Missouri Public Service Commission participate in informal mediation or make invoke the Dispute Resolution provisions of this Agreement.

3.3   The Gap Closure Plans will be reviewed monthly, or more frequently as updated data and analysis are available.

3.4   The specific measurements that apply to this Agreement are described in Appendix – Performance Measures.

4.0   PERFORMANCE INCENTIVES

4.1   If CenturyTel fails to meet an applicable PM for three Contract Months in a six-month period CenturyTel must thereafter submit to Socket a Gap Closure Plan consistent with the requirements set forth in Section 3 above. For any PM for which the number of observations does not equal 30 or more non-excluded observations within a measured month, CenturyTel is required to submit a Gap Closure Plan only if Socket reports misses in accordance with the procedures set forth in Section 4.5 as compared to the measured

benchmark or benchmarks for either (a) three consecutive months over a six-month period, or (b) three consecutive Rolling Frame Periods within a twelve-month period.

4.2   If CenturyTel fails within the prescribed time period to submit a Gap Closure Plan to Socket, Socket shall receive a credit or payment of Five Thousand Dollars ($5,000). Said credit or payment shall be made within five (5) days of Socket demand.

4.3   When CenturyTel and Socket finalize a Gap Closure Pan, CenturyTel will commence implementation of that plan immediately. If CenturyTel fails to meet its commitments under the Gap Closure Plan, Socket shall receive a credit or payment, as appropriate, in the sum of up to Fifteen Thousand ($15,000) payable on demand within five (5) days, as set forth below.

  4.3.1   Credit or payment of Five Thousand Dollars ($5,000) for failure to implement the process improvements outlined in the plan. The parties may, upon mutual agreement, modify the process improvement in the plan during the life of the plan.

  4.3.2   Credit or payment of Five Thousand Dollars ($5,000) for failure to achieve performance improvements by the completion date of the approved Gap Closure Plan.

  4.3.3   Credit or payment of Five Thousand Dollars ($5,000) for failure to complete the
  .   Gap Closure Plan on Schedule.

4.4   The purpose of the credits or payments described above or set forth in Appendix – Performance Measures are to serve as an incentive for CenturyTel to achieve appropriate performance and to provide credit or liquidated damages, because actual damages are difficult to ascertain. They are not a substitute for either Party's right to institute dispute resolution processes set forth elsewhere in this Agreement.

4.5   Performance Tracking and Measuring

  4.5.1   Socket will begin tracking CenturyTel's performance for the Performance Measures for which Socket is identified as the responsible party no earlier than the first day of the calendar month beginning after the date on which this Agreement is approved by the Commission.

  4.5.2   Subject to Section 4.5.4 below, Socket will begin calculating CenturyTel's performance as compared to the standards set forth for in the Performance Measures for which Socket is identified as the responsible party no earlier than the first day of the month that begins not less than thirty (30) calendar days following the date on which Socket begins tracking CenturyTel's performance under Section 4.5.1

  4.5.3   Except for any specific exclusion(s) stated in the individual Performance Measures, Socket shall calculate CenturyTel's performance as compared to the standard set forth in the individual Measures based upon the total number of

observations of the activity being measured during the measured month or Rolling Frame Period, as applicable.

4.5.4 For each Performance Measure, a minimum number of (a) 30 non-excluded observations of the activity being measured within a calendar month, or (b) 30 non-excluded observations of the activity being measured within a Rolling Frame Period must be aggregated before CenturyTel's performance may be compared to the Benchmark provided for in the applicable Performance Measure.

4.5.4.1 If the non-excluded observations of an activity being measured aggregates to a total of more than 30 in a Rolling Frame Period, CenturyTel's performance for the Rolling Frame Period shall be compared to the monthly Benchmark in the applicable Performance Measure as if it were a monthly measurement.

4.5.4.2 If CenturyTel's aggregated performance in the Rolling Frame Period, as applicable, does not meet the Benchmark set forth in the applicable Performance Measure, it will be counted as one monthly "miss" for purposes of calculating the credit due or payment to be made to Socket, not as separate "misses" for each of the months made a part of the Rolling Frame Period. After 30 or more non-excluded observations of the activity being measured within the Rolling Frame Period are aggregated and compared with the applicable Benchmark, a new Rolling Frame Period will commence in accordance with Section 1.3.5.6.

4.5.5 Socket shall submit its bill requesting payment of any amount(s) due from CenturyTel for "missed" performance no later than sixty (60) days following the end of the month in which the last non-excluded observation of CenturyTel's performance that was made part of the calculation. Any dispute regarding Socket's calculation of the amount(s) due shall be resolved in accordance with the billing dispute provisions of Article III of this Agreement.

APPENDIX – PERFORMANCE MEASURES

1. Table 1 below lists the Performance Measures (PM) for each of the pre-ordering/ordering, provisioning, maintenance and repair, interconnection and additional measures. Column 1 lists the PM Number, Column 2 identifies the PM Name, Column 3 sets forth an explanation of the PM including the Benchmark, Definitions and Rules, and Exclusions. Column 4 sets forth the remedy to be credited or paid by CenturyTel to Socket in the event CenturyTel fails to meet the Benchmark in a particular Contract Month. Column 5 identifies which party is obligated to calculate CenturyTel's performance under each PM.

2. The Remedy shall be based upon the Standard Payment and Standard Daily Payment as defined in Section 2.1 and 2.2. In some instances the Remedy shall also include the non-recurring charges (where applicable) assessed by CenturyTel for the particular element or service not meeting the Benchmark.

2.1 Standard Payment shall be one month's flat rate average recurring charge. This shall be calculated by dividing the total monthly recurring charges billed by CenturyTel to Socket in a contract month by the number of UNEs, UNE Combinations and Resold Services that are included on the bill for which there is a flat, monthly rate.

2.2 The Standard Daily Payment shall be Standard Payment divided by 30.

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Table 1– Performance Measures

Initial Performance Measurements.

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
Pre-Ordering/Ordering				
1	**Prompt Transmission of Manually Requested Customer Service Record (CSR) – Retail**	Manually requested CSRs (requested via telephone, fax, or e-mail) – 100% of CSRs sent to Socket are returned within 4 Business Hours following submission of request by Socket Benchmark 100% of CSRs sent to Socket within 4 Business Hours following submission of request by Socket. Definitions and Rules CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. Start Date/Time is the date and time that CenturyTel receives a request for a CSR or if Start Time is outside of normal business hours, the Start Date/Time is set to 8:00am on the next business day after receipt. End Date/Time is the date and time that Socket receives the CSR. Percent of CSRs returned to Socket within 6 Business Hours from submission of a request for a CSR from Socket.	Remedy 1 - For each CSR Request not Returned within 4 Business Hours, CenturyTel pays Socket the equivalent Service Order Charge. Remedy 2 – For each 9 Business Hour period that request for a CSR is not returned beyond the first 9 Business Hour period, CTEL pays Socket the Standard Daily Payment.	Socket

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		For purposes of Remedy #2, each 9 Business Hour Period is calculated in 9 business hour increments. For example a CSR returned in 17 business hours shall be calculated as taking two 9 business hour time periods with Remedy #2 penalties assessed on one 9 business hour time period.		
2	**Erroneously Rejected Requests for CSRs**	Total number of CSR requests that are erroneously rejected by CenturyTel in Month. Benchmark Zero CSR requests erroneously rejected by CenturyTel in Month. Rules Valid reasons for rejecting a CSR are instances where the requested CSR does not pertain to a CenturyTel customer. Valid reasons for rejecting a request for a CSR do not include CSR requests that are rejected because CenturyTel does not believe Socket has the authority to view Customer Proprietary Network Information.	For each erroneous rejection of a CSR request, CenturyTel pays Socket the Standard Daily Payment	Socket
3	**Intentionally Left Blank**			
4	**Percent Manual Orders Rejected within 9 hours**	Percentage of Resale, UNE, and Interconnection Orders rejected within a specified time period. The time period is based upon the manner in	When Benchmark is not met, For each rejected order returned after the applicable interval,	Socket

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
	of Order submitted by Socket .	which the order is submitted. This measurement captures LSRs and ASRs that are Electronically submitted LSRs (submitted via CenturyTel's existing CLEC ordering system). Manually submitted LSRs and ASRs (submitted via fax, or e-mail). Benchmark 95% of rejected Orders each month will be returned to Socket before the applicable Interval as set forth below. End Date/Time minus Start Date/Time < X X = 9 business hours for Electronically submitted LSRs X = 9 business hours for Manually submitted LSRs and ASRs Rules and Definitions CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. Start Date/Time is the date and time that CenturyTel receives the order or if Start Time is outside of normal business hours, the Start Date/Time is set to 8:00am on the next business day. End Date/Time is the date and time that Socket receives the reject notice	CenturyTel shall pay Socket the Standard Daily Payment.	

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
5	**Percent of Firm Order Confirmations (FOCs) Returned on Time for LSR and ASR Requests**	Percent of FOCs returned to Socket within 24 hours from submission of a complete and accurate Local Service Request or Access Service Request to the return of a Firm Order Confirmation to Socket. Benchmark For each order submitted by Socket in a month that does not meet the Exclusion criteria below, CenturyTel shall return a FOC within 24 hours > 85%. Rules For purposes of Remedy 1, the initial 24 hour time period is defined as the close of business on business day following receipt of request. For purposes of Remedy 2, each additional 24 hour period is defined as 5:01pm on business day to 5:00pm of the following business day. Start Time for calculating response interval is when CenturyTel receives valid order except for the following - Exclusions: For LSRs - Rejected LSRs, Interconnection Orders, Services ordered out of Access	Remedy 1 When CenturyTel does not meet the Benchmark in a given month, CTEL will pay Socket the Standard Daily Payment for each FOC not returned within 24 hours. Remedy 2 –Each additional 24 hour period that an individual FOC is not returned, CTEL pays Socket the Standard Daily Payment per 24 hour period. Like Remedy 1, this only applies when CenturyTel fails to meet the Benchmark .	Socket

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		Tariff For ASRs – Rejected ASRs, Access Services purchased from Tariffs End Time is Time that Socket receives FOC.		
6	**ASRs and LSRs erroneously rejected.**	Total number of Socket submitted ASRs and LSRs that were rejected for no valid reason. Benchmark Zero erroneously rejected ASRs or LSRs Rules and Definitions No valid reasons means no accurately listed or identifiable errors listed on the reject notice.	For each erroneous rejection of a CSR request, CenturyTel pays Socket the Standard Daily Payment	Socket
7	**Percentage of Orders where Due Date is Missed where Socket received a jeopardy notice prior to Due Date being missed.**	Percentage of total install orders received from Socket that the Due Date was missed due to CenturyTel cause where Socket received a Jeopardy Notice at least 6 hrs. prior to Due Date being missed. Includes Install for resold services, UNEs and Combination of UNEs Benchmark Socket will receive a Jeopardy Notice at least 6 business hrs. prior to Due Date being missed more than 97% of the time. In lieu of 97% standard, CenturyTel may elect to demonstrate parity as set forth below.	If % is less than 97%, CenturyTel shall pay Socket the Standard Payment for each Order where Jeopardy Notice was not timely received.	Socket

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<u>Rules and Definitions</u> Due Date shall be presumed to be 5pm on the Due Date reflected on the FOC for uncoordinated orders. For coordinated orders, the Due Date shall be date and time agreed to by the Parties. CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. If Start Time is outside of normal business hours, the start date/time is set to 8:00am on the next business day. If CenturyTel elects to try to demonstrate parity, CenturyTel will develop systems to capture this data and track performance for CenturyTel's retail operations separately from the performance that CenturyTel provides to Socket. Once CenturyTel demonstrates to Socket and to the Staff of Missouri Public Commission that it has the necessary systems to track performance, the measurement will be based upon parity.		
8	**Line Loss Notification Returned within One Day of Work Completion**	Percentage of line loss notifications returned to Socket within one business day of completion of work. <u>Benchmark</u> 95% within nine business	In a month where CTEL fails to meet this metric, CTEL shall pay Socket the Standard Daily Payment for each line loss	

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		hours. Rules and Definition CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. If Start Time is outside of normal business hours, the start date/time is set to 8:00am on the next business day. End Time is the date/time that Socket receives the Line Loss Notification A "late line notification" is a line loss notification that CenturyTel sends to Socket to report lost resale lines more than one Business Day after completion of work.	notification not returned within nine business hours.	
Provisioning – Retail Circuits				
1	Due Date Commitments Met	Percent of Socket install service orders for which service is installed by close of business on the committed due date is less then CenturyTel own performance for its own retail customers. This includes installation of resold services, UNEs and UNE combinations. The Committed Due Date shall be based upon the Provisioning Interval set forth in Appendix – Provisioning Intervals or sooner upon mutual agreement of the Parties. Benchmark Percentage of Socket install	Remedy 1 – When CenturyTel fails to meet the benchmark in a particular month, the Standard Payment plus any Non-Recurring Charges shall apply to each order where the due date was missed. Remedy 2 - When CenturyTel fails to meet the benchmark in a particular month, the Standard Daily	Socket will calculate until CenturyTel develops system to capture its performance.

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		service orders for which service is installed by close of business on the committed due date is not more than 2.5 percentage points below the percentage of CenturyTel Install customer service order Rules Until CenturyTel develops systems to capture its performance under this metric, it will be presumed that CenturyTel will meet 90% of its own customer install due dates. For purposes of Remedy 1, the initial 24 hour time period is defined as the close of business on business day following receipt of request. For purposes of Remedy 2, each additional 24 hour period is defined as 5:01pm on business day to 5:00pm of the following business day. Due Date shall be presumed to be 5pm on the Due Date reflected on the FOC for uncoordinated orders. For coordinated orders, the Due Date shall be date and time agreed to by the Parties. Exclusions All orders where Due Date was missed because of Customer caused delay, declared natural disasters, cancelled service	Payment shall apply to each 24-hour period between the Due Date/Time and the actual install Date/Time for each Due Date Missed.	

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		orders or other reason as mutually agreed upon the Companies.		
3	**Percent Trouble Reports Within 30 Days of Installation**	Percentage of New or Moved Circuits, including resold circuits, UNEs and combinations of UNEs, measured on a per customer basis, for which a Trouble Report is received within 30 calendar days of completion. Benchmark Count of Trouble Reports per DS0 equivalent reported within 30 calendar days of service order completion / total number of DS0 equivalents installed within same calendar day time period < 6% or at Parity. Rules and Definitions For purposes of this measurement, trouble reports do not include trouble caused by customer premise equipment or subsequent reports. Subsequent report is a repair report that is received while an existing trouble ticket is open for the same phone number. For DS1 loops, UNE DS1 Trouble Reports do not include trouble reports where Socket chooses not to do cooperative testing or acceptance testing between Socket and CenturyTel.	In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each Trouble Report reported within 30 days of Installation/Move.	Socket unless CenturyTel elects to demonstrate Parity If CenturyTel elects to try to demonstrate parity, CenturyTel will develop systems to capture this data and track performance for CenturyTel's retail operations separately from the performance that CenturyTel provides to Socket.

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
4	**Number Port Using Ten Digit Trigger (TDT)**	The TDT- LNP related conversion where CenturyTel fails to set the 10-digit unconditional trigger by 11:59 p.m. on the day before the scheduled due date for the number port will occur less than 3.5% of the time. Benchmark (Number of Non-Coordinated LNP related conversions where CenturyTel fails to initiate the 10-digit unconditional trigger by 12:01a.m. on the due date of the number port)/ (Total Non-Coordinated LNP related conversions) < 3.5% Rules and Definitions Does not include CLEC-caused errors, NPAC-caused errors, or Stand alone LNP Orders with more than 500 activations.	In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each TDT- LNP related conversions where CenturyTel fails to initiate the 10-digit unconditional trigger by 12:01a.m. on the due date of the number port	Socket
5	**Coordinated Hot Cut (CHC)**	The Percentage of CHC LNP with loop facilities where an outage occurs. An outage is defined as (1) premature disconnect for a CHC which occurs any time CenturyTel begins the cut-over prior to being contacted by Socket and (2) a CHC where Socket submits a trouble report on the day of the conversion, or before noon on the next day. Outages will not counted is	In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each Coordinated Hot Cut where an outage occurs.	Socket

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		they result from Delays caused by Socket (e.g. no dial tone from Socket) that do not allow CenturyTel to completed the CHC within the designated interval. Benchmark The Percentage of CHC LNP with loop facilities will be < 2% of the time. This will be calculated as the (Count of Outages /Total CHC).		
Maintenance				
1	**Percent Trouble Reports**	Frequency of Trouble Reports on Socket's Access Lines provisioned via resale, UNE, or combinations of UNEs. Benchmark Count of Trouble Reports per DS0 equivalent received by Socket / total number of Socket DS0 equivalents provisioned via resale, UNEs, or combinations of UNEs leased from CTEL < 6% or at Parity. Rules and Definitions For purposes of this measurement, trouble reports do not include trouble caused by customer premise equipment or subsequent reports. Subsequent report is a repair report that is received while an existing trouble ticket is open for the same phone number. For DS1 loops, UNE DS1 Trouble Reports do not	In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each Trouble Report	Socket unless CenturyTel decides to demonstrate Parity If CenturyTel elects to try to demonstrate parity, CenturyTel will develop systems to capture this data and track performance for CenturyTel's retail operations separately from the performance that CenturyTel provides to Socket. Once CenturyTel demonstrates to Socket and to the Staff of Missouri Public Commission that it has the necessary systems to track

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		include trouble reports where Socket chooses not to do cooperative testing or acceptance testing between the Socket and CenturyTel.		performance, the measurement will be based upon Parity.
2	**Percentage of Repair Commitment Met**	The percentage of repair commitments met for clearing trouble on resold services, UNEs, and combinations of UNEs. Benchmark The total number of Met Commitment divided by the total number of repair commitments made > 90% or at Parity Rules and Definitions Each time that Socket reports trouble on a resold service, UNE or combination of UNEs leased from CenturyTel, Socket will be given a repair Commitment of when service will be restored. Commitments not met because of customer caused delays and delays caused by declared natural disasters shall not be counted. The Cleared Time is the date and time that	Remedy 1 – When CenturyTel fails to meet the benchmark in a particular month, the Standard Payment Shall apply to each Repair Commitment not met. Remedy 2 - When CenturyTel fails to meet the benchmark in a particular month, the Standard Daily Payment shall apply to each 24-hour period until Socket received Work Order Completion Notice for each Repair Commitment Missed.	Socket will calculate until CenturyTel develops system to capture its performance and can demonstrate Parity.

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		CenturyTel personnel clear the repair activity and completes the trouble report and notifies Socket that the trouble as been fixed. If the Cleared Time is before the Commitment, the report will be classified as a Met Commitment.		
3	Time to Restore Service	The Clearing Time for completing a repair is less than 24 hours on resold services, UNEs, and combinations of UNEs. Benchmark Clearing Time (as defined below) is less than 24 hours on more than 90% of Trouble Reports not requiring Unusual Repair. Definitions and Rules Clearing Time is Completed Time minus Start Time The Start Time will be the time that Socket initiates a call to CenturyTel's Operations Center. The Completed Time will be the time that CenturyTel notifies Socket that the trouble has been fixed. Unusual Repair has the same meaning as set forth in 4 CSR 240-32.020(49). In each instance where CenturyTel asserts that a repair required "Unusual Repair", CenturyTel shall document the source of the trouble and steps required to restore service. Any disagreement over whether a	In a month where the benchmark was not met, CenturyTel shall pay Socket the Standard Payment for each Trouble Ticket with a Clearing Time greater than 24 hours.	Socket calculates performance. In the event that CTEL asserts that certain repair(s) should be excluded, CenturyTel shall provide the documentation described in the Definition and Rules section to Socket. Socket shall either revise its calculation or follow the dispute guidelines in set forth in Definition and Rules.