

FINAL CONFORMING (filed 9/15/06)

**FILED**<sup>3</sup>

SEP 15 2006

Missouri Public  
Service Commission

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**SPECTRA COMMUNICATIONS, LLC**

**AND**

**SOCKET TELECOM, LLC**

## ATTACHMENTS

Article I: Scope and Intent of Agreement

Article II: Definitions

Article III: General Provisions

Article IV: General Rules Governing Resold Services and Unbundled Elements

Article V: Interconnection and Transport and Termination of Traffic

Article VI: Resale

Article VII: Unbundled Network Elements

Article VII A: Appendix UNE Pricing

Article VIII: Ordering and Provisioning Unbundled Network Elements

Article IX: Maintenance

Article X: Access to Poles, Ducts, Conduits and Rights-of-Way

Article XI: E911

Article XII: Local Number Portability – Permanent Number Portability

Article XIII: Access to Operations Support Systems (OSS)

Article XIV: Numbering

Article XV: Performance Measures and Provisioning Intervals

Article XVI: White Pages – Directory Listings

Article XVII: Collocation

Article XVIII: xDSL

ARTICLE I: SCOPE AND INTENT OF AGREEMENT

CenturyTel/Socket

Page 1 of 2

FINAL CONFORMING

**ARTICLE I**

This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between Spectra Communications, LLC, with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Socket Telecom, LLC ("Socket"), a certified provider of Basic Local Telecommunications Service, with its address for purposes of this Agreement at 1005 Cherry Street, Suite 104, Columbia, MO 65201 (CenturyTel and Socket being referred to collectively as the "Parties" and each individually as a "Party"). This Agreement covers services in the State of Missouri only (the "State").

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel and Socket hereby covenant and agree as follows:

ARTICLE I: SCOPE AND INTENT OF AGREEMENT

CenturyTel/Socket

Page 2 of 2

FINAL CONFORMING

**SCOPE AND INTENT OF AGREEMENT**

Pursuant to this Agreement, and to the extent required by the Act and other applicable provisions of federal and state law, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs, as allowed under the Act, the purchase by Socket of certain Telecommunications Services provided by CenturyTel in its franchise areas in the State for resale by Socket, and the purchase by Socket of certain Unbundled Network Elements from CenturyTel, and the terms and conditions of Collocation of equipment of Socket's in the premises of CenturyTel. This Agreement will be submitted to the Missouri Public Service Commission, (the "Commission") for approval pursuant to the Act and Applicable Law. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyTel's cost recovery covered in this Agreement. Socket agrees to negotiate, where appropriate, reciprocal terms and conditions with CenturyTel based on this Agreement.

The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement. This provision is provided solely for purposes of clarification, and will have no effect on Socket's right or ability to purchase services and facilities from a CenturyTel tariff.

CenturyTel tariffs shall not apply to Socket except to the extent that this Agreement expressly incorporates such tariffs by reference or to the extent that Socket expressly orders services pursuant to such tariffs. If a service and rate are specifically set forth in the terms of this Agreement, and there exists a conflict between that service and rate set forth in this Agreement and a service and rate set forth in a CenturyTel tariff, the terms of this Agreement shall prevail unless Socket expressly elects to purchase such service or facility from the CenturyTel tariff.

## ARTICLE II: DEFINITIONS

### 1.0 GENERAL DEFINITIONS

Except as otherwise specifically stated in this Agreement, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

- 1.1 Access Service Request (ASR) is an industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.
- 1.2 Access Tandem Switch is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other Central Office Switches for IXC-carried traffic.
- 1.3 [Intentionally omitted]
- 1.4 Act means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and codified at 47 U.S.C. §§ 151, *et seq.*
- 1.5 Advanced Services means as defined by the FCC.
- 1.6 Affiliate - Is As Defined in the Act.
- 1.7 Answer Supervision - An off-hook supervisory signal.
- 1.8 Applicable Law - All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any governmental authority, including, without limitation, the Missouri Public Service Commission and FCC, that apply or relate to the subject matter of this Agreement.
- 1.9 As-Is Transfer (AIT) - The transfer of all Telecommunications Services and features available for resale, that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided "as is."

- 1.10 "As Defined in the Act" means as specifically defined by the Act.
- 1.11 Automated Message Accounting (AMA) - The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.
- 1.12 Bill-and-Keep Arrangement - A compensation arrangement whereby the Parties do not render bills to each other or charge each other for the switching, transport, and termination of traffic as specified in this Agreement.
- 1.13 Bona Fide Request (BFR) is the process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality.
- 1.14 Business Day - Monday through Friday, except for holidays observed by the United States government.
- 1.15 Central Office (CO) - A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.
- 1.16 Central Office Switch - A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.17 Centralized Message Distribution System (CMDS) - The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.
- 1.18 CenturyTel Service Guide - The CenturyTel Service Guide contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for certain resold services and UNEs. In the event there is a conflict between the provisions of this Agreement and the CenturyTel Service Guide, this Agreement shall prevail.
- 1.19 CLASS - CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.
- 1.20 CLLI Codes - Common Language Location Identifier Codes.

- 1.21 Collocation - An arrangement whereby a CLEC may place permitted equipment at CenturyTel's Central Offices for the purposes of interconnecting with CenturyTel facilities or accessing Unbundled Network Elements.
- 1.22 Commission - The Missouri Public Service Commission.
- 1.23 Common Channel Signaling (CCS) - A high-speed, specialized, packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.24 Competitive Local Exchange Carrier (CLEC) - Any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.25 Conversation Time - The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.26 Copper Loop - A Copper Loop is a stand-alone local loop comprised entirely of wire or cable. A copper loop includes attached electronics using time division multiplexing technology, but does not include packet, cell or frame switching capabilities.
- 1.27 CTOC or CenturyTel - The CenturyTel Operating Company in the State that is a Party to this Agreement.
- 1.28 Currently Available - Existing as part of CenturyTel's network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyTel either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.29 Customer - Party receiving service from the other, CenturyTel or Socket, depending on the context and which Party is receiving the service from the other Party.
- 1.30 Customer Service Record Search - Applied to LSR when CLEC requests a customer service record search prior to account conversion from CenturyTel or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information.
- 1.31 Dedicated Transport - 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.

- 1.32 Disconnect Supervision - An on-hook supervisory signal end at the completion of a call.
- 1.33 DS-1 - A service carried at digital signal rate of 1.544 Mbps.
- 1.34 DS-3 - A service carried at digital signal rate of 44.736 Mbps.
- 1.35 Electronic File Transfer - A system or process that utilizes an electronic format and protocol to send/receive data files.
- 1.36 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.
- 1.37 Enhanced Service Provider (ESP) is a provider of enhanced services as those services are defined in 47 C.F.R. § 64.702.
- 1.38 Environmental/Safety Compliance - Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.39 "Exchange Access" is As Defined in the Act.
- 1.40 Exchange Message Interface (EMI) (formerly Exchange Message Record – EMR) is the standard used for the exchange of telecommunications message information among telecommunications carriers for billable, non-billable, sample, settlement, and study data.
- 1.41 Exchange Message Record (EMR) - Intentionally Left Blank – see definition above.
- 1.42 Exchange Service is Telephone Exchange Service and is As Defined in the Act.
- 1.43 Facility - All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III.
- 1.44 "Facility-Based Provider" is defined as a telecommunications carrier that has deployed its own switching and/or network facilities.
- 1.45 FCC - The Federal Communications Commission.
- 1.46 "Foreign Exchange (FX)" services are service offerings of local exchange carriers that are purchased by customers, which allow such customers to obtain exchange service from



a mandatory local calling area other than the mandatory local calling area where the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX CUSTOPAK with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

- 1.47 Generator - Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 C.F.R. § 261) or whose act first causes a hazardous waste to become subject to regulation.
- 1.48 Hazardous Chemical - As defined in the U.S. Occupational Safety and Health Act (OSHA) hazard contamination standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.49 Hazardous Waste - As described in the Resource Conservation Recovery Act (RCRA), a solid waste(s), which may cause or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.
- 1.50 HDSL Electronics - High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of synchronous capacity over a four-wire loop of two copper pairs. HDSL is a common means by which ILECs provision DS1 services and Unbundled Network Elements.
- 1.51 Home Run Loop - A facility connecting an end-user premise to the nearest CenturyTel Central Office that consists of a single, uninterrupted length of either copper or fiber cable. By definition, home run loops exclude hybrid fiber-copper loops or other loop facilities that are connected in a remote terminal located between the Central Office and the end-user premises.
- 1.52 Hybrid Loop - A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 1.53 Imminent Danger - As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.54 Incumbent Local Exchange Carrier (ILEC) – Is As Defined in the Act.
- 1.55 [Intentionally omitted]

- 1.56 "Information Access Traffic" is traffic arising from the provision of Information Access Services, which are specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services.
- 1.57 "Internet Service Provider" (ISP) is an Enhanced Service Provider that may also utilize LEC services to provide its customers with access to the Internet. "ISP traffic" is traffic to and from an ISP.
- 1.58 "Intellectual property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).
- 1.59 "Intellectual Property Claim" means any actual or threatened claim, action or proceeding relating to Intellectual Property.
- 1.60 Initial Service Order - A charge applied to each Local Service Request (LSR) of unbundled loops and/or ports with the exception of Subsequent Service Order changes to existing CLEC accounts.
- 1.61 Interconnection Facility - See "Internetwork Facilities."
- 1.62 Interconnection Point (IP) - The physical point on the network where the two Parties interconnect. The IP is the demarcation point between ownership of the transmission facility.
- 1.63 Interexchange Carrier (IXC) - A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and/or authorized by the State to provide inter- and/or intraLATA long distance communications services within the State. For purposes of this definition, the term "long distance

communications services” is synonymous with the term “telephone toll service” as defined by the FCC.

- 1.64 Internetwork Facilities - The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and Exchange Access.
- 1.65 “IntraLATA Toll Traffic” is defined as traffic between one calling area and another local calling area within the same LATA where the IntraLATA toll provider assesses a separate retail charge for originating this type of traffic.
- 1.66 ISDN User Part (ISUP) - A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.67 Line Side - Refers to an End Office Switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an End Office and an ordinary telephone set.
- 1.68 Local Access and Transport Area (LATA) – Is As Defined in the Act.
- 1.69 Local Calling Area - Local Calling Area (LCA) includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel’s local exchange tariffs.
- 1.70 Local Exchange Carrier (LEC) - Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.71 Local Exchange Routing Guide (LERG) - The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.72 “Local Interconnection Traffic” shall mean for purposes of this Article, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, and (iii) non-PIC’d IntraLATA Toll Traffic.
- 1.73 “Local Interconnection Trunk Groups” are one-way or two-way trunk groups used to carry Local Interconnection Traffic.
- 1.74 [Intentionally omitted].
- 1.75 Local Number Portability (LNP) – As Defined by the Act.

ARTICLE II: DEFINITIONS  
CenturyTel/Socket  
Page 8 of 13  
FINAL CONFORMING

- 1.76 Local Provider - A carrier authorized to provide local Telecommunications Service in the State.
- 1.77 Local Service Request (LSR) - The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services or Unbundled Network Elements for the purposes of competitive local services.
- 1.78 Local Traffic includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, e.g., Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.
- 1.79 Loop Facility Charge - A charge applied to LSRs when fieldwork is required for establishment of unbundled loop service. Applied on a per LSR basis.
- 1.80 Main Distribution Frame (MDF) - The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.81 MCA Traffic - Traffic originated by a party providing a local calling scope pursuant to the Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and routed as a local traffic based on the calling scope of the originating party pursuant to the MCA Orders.
- 1.82 Meet Point Billing (MPB) - Refers to an arrangement whereby two LECs jointly provide a switched access service to an IXC with which one of the LECs does not have a direct connection, whereby each Party bills the appropriate rates for its portion of the jointly provided Switched Exchange Access Service.
- 1.83 "Meet Point Traffic" is Exchange Access traffic or InterLATA and IntraLATA Toll Traffic routed via an Interexchange Carrier.
- 1.84 Mid-Span Fiber Meet - An interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.
- 1.85 Multiple Exchange Carrier Access Billing (MECAB) - Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

ARTICLE II: DEFINITIONS

CenturyTel/Socket

Page 9 of 13

FINAL CONFORMING

- 1.86 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD) - A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.
- 1.87 Network Interface Device (NID) – as defined in Article VII – Unbundled Network Elements (UNEs) of this Agreement. The Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to CenturyTel's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user's inside wire.
- 1.88 911 Service - A universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.89 "Non-PIC'd or Non-Equal Access IntraLATA Toll Traffic" is IntraLATA toll traffic originating from an end user obtaining local dialtone from either Party where the originating Party is both the Section 251(b)(5) and IntraLATA toll provider.
- 1.90 North American Numbering Plan (NANP) - The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.
- 1.91 Numbering Plan Area (NPA) - Also sometimes referred to as an area code, it is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service, which may be provided across multiple geographic NPA areas. 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.92 NXX, NXX Code, Central Office Code or CO Code - The three-digit switch entity indicator, which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

- 1.93 "Offers Service" – At such time as Socket opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.
- 1.94 Owner or Operator - As used in OSHA regulations, Owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.
- 1.95 OZZ Code - Codes that are used to route certain types of traffic to specific trunk groups such as specific interconnection trunks groups, TOPS Trunk Groups, etc.
- 1.96 Party/Parties - CenturyTel and/or Socket.
- 1.97 Physical Collocation - Collocation where equipment or facilities owned by Socket is located on a premise, remote facility or enclosure owned by CenturyTel.
- 1.98 Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and CenturyTel for the interconnection of their networks.
- 1.99 Pole Attachment - A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.
- 1.100 Provider - CenturyTel or Socket depending on the context and which Party is providing the service to the other Party.
- 1.101 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. A PSAP may be designated 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, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.102 Rate Center - The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of exchange services. The geographic point is identified by a specific vertical and horizontal ("V&H") coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

- 1.103 "Rating Point" means the vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.
- 1.104 "Remote End Office Switch" is a CenturyTel switch that directly terminates traffic to and receives traffic from end users of local exchange services, but does not have full feature, function and capability of an CenturyTel End Office Switch. Such features, function, and capabilities are provided to a CenturyTel Remote End Office Switch via an umbilical and an CenturyTel host End Office.
- 1.105 Reverse Collocation - Arrangements in which the ILEC collocates its equipment at a CLEC's premises, or in a common location outside of its own Central Office, for purposes of interconnection.
- 1.106 Right-of-way (ROW) - The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.107 Routing Point - Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to exchange services provided by the LEC that bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.108 "Section 251(b)(5) Traffic" - calls originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) will be classified as "Section 251(b)(5) Traffic" under this Agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.
- 1.109 Service Switching Point (SSP) - A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

- 1.110 Signaling Point (SP) - A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.111 Signaling System 7 (SS7) - The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.
- 1.112 State - Missouri.
- 1.113 Subsequent Service Order - Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no Non-Recurring Charge (NRC) will be applied.
- 1.114 Subsidiary - A corporation or other legal entity that is majority owned by a Party.
- 1.115 Switched Exchange Access Service - The offering of transmission and/or switching services to telecommunications carriers for the purpose of the origination or termination of Telephone Toll services. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.
- 1.116 Synchronous Optical Network (SONET) - Synchronous electrical (STS) or optical channel (OC) connections between LECs.
- 1.117 Tandem or Tandem Switch - Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.
- 1.118 [Intentionally omitted]
- 1.119 TDM Technology - Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.
- 1.120 Telcordia Technologies - A wholly-owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.



- 1.121 Telecommunications Services – is As Defined in the Act.
- 1.122 Telephone Toll – Is As Defined in the Act.
- 1.123 Third Party Contamination - Environmental pollution that is not generated by the LEC or CLEC but results from off-site activities impacting a facility.
- 1.124 Transfer of Service Charge - A charge applied to LSRs, which involve account changes (e.g., CLEC to CLEC transfers, CPE billing changes on unbundled ports).
- 1.125 “Transit” is a switching and transport function only, which allows one Party to send calls to a third-party network through the other Party’s tandem and/or transport facilities.
- 1.126 “Transit Traffic” is traffic sent through a Transit arrangement.
- 1.127 Trunk Side - Refers to a Central Office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another Central Office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.128 Unbundled Network Element (UNE) – Is As Defined in the Act.
- 1.129 Vertical Features (including CLASS Features) - Vertical services and switch functionalities provided by CenturyTel or Socket.
- 1.130 Virtual Collocation - Collocation where equipment or facilities of Socket are located at a premise, remote facility, enclosure or Right-of-Way owned by CenturyTel and ownership of Socket equipment or facilities is transferred to CenturyTel at the time of the Collocation and is subject to the terms of the Virtual Collocation agreement.
- 1.131 Virtual NXX Traffic (VNXX Traffic) – As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Party’s customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the customer’s actual physical premises location.
- 1.132 Wire Center - A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are hosted.

**ARTICLE III: GENERAL PROVISIONS**

**1.0 SCOPE OF GENERAL PROVISIONS**

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

**2.0 TERM**

Agreement shall be for a period of three (3) years from the Effective Date, and shall continue in full force and effect thereafter for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date").

**2.1 Post-Termination Arrangements.**

Except in the case of termination as a result of a Party's Default under Section 2.2 below, or termination upon sale pursuant to Section 2.3, services and elements purchased under this Agreement and existing at the time of termination, may continue:

2.1.1 As if under this Agreement, if either Party has requested negotiation of a new agreement pursuant to Sections 251 and 252 of the Act and the Parties are negotiating a successor agreement pursuant to Section 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to six months following the Termination Date, whichever is earlier. However, the Agreement shall be extended on a month-to-month basis as long as the Parties are participating in mediation and/or arbitration filed pursuant to Section 251 and 252 of the Act, or as mutually agreed to by the Parties.

2.1.2 If this Agreement is not continued pursuant to Section 2.1.1, the Parties shall continue operating, without interruption, pursuant to (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; and/or (iv) rates, terms and conditions available under the Act, including, without limitation, Section 252(i).

**2.2 Termination Upon Default.**

Either Party may terminate this Agreement in whole or in part in the event of default by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 2 of 38

FINAL CONFORMING

within forty-five (45) calendar days of receipt of written notice thereof. "Default" is defined to include:

1. A Party's Certificate of Operating Authority has been revoked by the Commission, or
2. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including nonpayment of undisputed charges or the violation of any of the material terms or conditions of this Agreement.

2.3 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof provided the Commission has approved the sale or transfer. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days prior written notice of such termination. Notwithstanding termination or assignment of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.4 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

**3.0 AMENDMENTS**

3.1 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

3.2 In order to execute an amendment to this Agreement, a Party shall request such amendment in writing. Such request shall include details regarding the section or sections to be amended and shall include the proposed language changes. Within 30 days from its receipt of the request, the other Party shall accept the proposed amendment in writing or shall deliver written notice to the other Party either rejecting the requested amendment in its entirety, or inviting the prompt commencement of good faith negotiations to arrive at mutually acceptable terms. If the non-requesting Party rejects the requested amendment in its entirety, the requesting Party may request the prompt commencement of good faith negotiations to arrive at mutually acceptable terms, but there shall be no obligation on either Party to

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket  
Page 3 of 38  
FINAL CONFORMING

continue such negotiations longer than a period of 30 days if the Parties cannot arrive at mutually acceptable amendment terms. If mutually acceptable terms are not agreed upon within 30 days after the delivery of the written notice requesting the commencement of negotiations or, if at any time during this period (or a mutually agreed upon extension of this period), the Parties have ceased to negotiate (other than by mutual agreement) for a period of 10 consecutive days, the amendment shall be resolved in accordance with the dispute resolution provisions set forth in Section 18 of this Article. Nothing in this Section 3.0 shall affect the right of either Party to pursue an amendment to this Agreement pursuant to Section 42 (Subsequent Law) or Section 252(i) of the Act.

**4.0 ASSIGNMENT**

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party (which shall not be unreasonably withheld) shall be void, except that either Party may assign all of its rights and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents it has had the opportunity to consult with legal counsel of its choosing, and neither Party has relied on representations by the other Party not specifically contained in this Agreement, in entering into this Agreement.

**5.0 RESPONSIBILITY FOR PAYMENT OF DEPOSIT**

CenturyTel may charge Socket, and Socket will pay CenturyTel, a deposit in accordance with the following provisions before CenturyTel is required to commence performance under this Agreement.

CenturyTel may request a deposit if Socket fails to timely pay a bill rendered to Socket by CenturyTel, except such portion of a bill that is subject to a good faith, bona fide dispute. Similarly, Socket may request a deposit if CenturyTel fails to timely pay a bill rendered to CenturyTel by Socket, except such portion of a bill that is subject to a good faith, bona fide dispute.

The deposit may consist of either a cash security deposit in U.S. dollars held by naming the Party requesting the deposit ("Cash Deposit") or an unconditional, irrevocable standby bank letter of credit from a financial institution naming the Party requesting the letter of credit as the beneficiary ("Letter of Credit"). The Cash Deposit or Letter of Credit must be in an

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 4 of 38

FINAL CONFORMING

amount equal to two (2) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined for the interconnection, resale services, Unbundled Network Elements, Collocation or any other functions, facilities, products or services to be furnished by the providing Party under this Agreement.

If the Parties are unable to agree to the amount of the Cash Deposit or Letter of Credit, an "Interim Deposit Amount" shall be established. The Interim Deposit Amount shall be equal to the previous two months billed charges not including portions of the billed amount subject to a good faith, bona fide dispute. The Interim Deposit Amount may be fulfilled via the Letter of Credit or Cash Deposit as set forth above. Either Party may follow the dispute resolution provisions of this Agreement to reach a final Cash Deposit or Letter of Credit Amount.

In the event that a Cash Deposit is provided, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.

A Cash Deposit will accrue interest in accordance with State requirements for end user deposits.

Notwithstanding anything else set forth in this Agreement, if one Party makes a request for a deposit in accordance with this Section, then the requesting Party shall have no obligation thereafter to perform under this Agreement until such time as the Party from whom a deposit has been requested has furnished the requesting Party with the assurance of payment requested; provided, however, that the requesting Party will permit the other Party a minimum of twenty (20) Business Days to respond to a request for assurance of payment before invoking this Section.

**6.0 CLEC PROFILE**

Before orders can be taken under this Agreement, the CLEC Profile in the form provided by CenturyTel must be completed by Socket and returned to CenturyTel to the extent not already provided; and, if required by CenturyTel. Among other things, Socket will provide CenturyTel with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. Socket agrees to provide documentation of its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.

CenturyTel will provide analogous information to Socket upon request.

**7.0 CONTACT EXCHANGE**

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

**8.0 [Intentionally Omitted]**

**9.0 BILLING AND PAYMENT**

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Socket and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

**9.1 In General.**

Each Party is solely responsible for the timely payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations, including without limitation any and all toll charges.

**9.2 Due Date.**

Payment is due twenty (20) Business Days from rendition of the bill. "Rendition of the bill" is defined as the date a bill is mailed, posted electronically or otherwise sent to the billed Party. If either Party fails, within twenty (20) Business Days after the rendition of the bill, to pay any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which a Party may withhold payment, the Parties will utilize the procedures set forth in Section 9.3 below.

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 6 of 38

FINAL CONFORMING

9.3 Default Notice of Nonpayment for Services.

Following such Default for services within the required twenty (20) Business Days from the rendition of the bill, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges to the billing Party within twenty (20) Business Days. If the billed Party disputes any or all of the Unpaid Charges, it shall, within said (20) twenty-Business-Day notice period, deliver to the billing Party a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to the billing Party all undisputed Unpaid Charges. Failure of a Party to pay undisputed Unpaid Charges will constitute Default as defined in Section 2.2 of Article III.

9.4 Back Billing.

The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the bill date or the applicable Federal or State statute of limitations, not to exceed one year. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than 90 days prior as soon as it becomes aware of the billing omission.

9.5 Dispute.

Disputing Party shall notify the billing Party in writing regarding the nature and the basis of any dispute relating to Unpaid Charges within twenty (20) Business Days of rendition of the bill or up to one year for paid charges, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues.

9.6 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the lesser of the amount of 1½% per month, or the maximum amount allowed by law.

9.7 Remedies for CenturyTel.

Upon Socket's failure to pay all undisputed Unpaid Charges associated with resold services within the twenty (20) Business Days Default notice period in Section 9.3, CenturyTel may discontinue service to Socket and terminate this Agreement, and shall have no liability to Socket or Socket's end-users in the event of such disconnection. If Socket fails to provide notification under Section 9.5 or any of Socket's end-users fail to select a new provider of services within the applicable time period, CenturyTel, in its discretion, may provide local

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 7 of 38

FINAL CONFORMING

exchange services to Socket's end-users under CenturyTel's applicable end-user tariff at the then current charges for the services being provided, subject to any local rules. In this circumstance, otherwise applicable service establishment charges will not apply to Socket's end-user, but will be assessed to Socket.

**10.0 AUDITS**

10.1 In General.

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

10.2 Percent Local Use.

Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local Interconnection Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local Interconnection Traffic call and every non-Local Interconnection Traffic call, excluding intermediary traffic. PLU requests shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate Local Interconnection Traffic usage compensation to be paid.

10.3 Percentage Interstate Usage.

In the case where Socket desires to terminate its Local Interconnection Traffic over or commingled on its switched access Feature Group D trunks, Socket will be required to provide a projected Percentage Interstate Usage ("PIU") to CenturyTel. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CenturyTel's Interstate Access Services Tariff will apply to Socket. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of



ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 8 of 38

FINAL CONFORMING

the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.

10.4 Traffic Audits.

On twenty (20) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CenturyTel and Socket shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

11.0 **BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12.0 **CAPACITY PLANNING AND FORECASTING**

Within thirty (30) calendar days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, including features, UNEs, number portability, interconnection services, Collocation, and poles, conduits and rights-of-way (ROWS). Failure of Socket to perform its obligations as specified in this Section 12 may delay processing of Socket's service orders. Such responsibilities shall include but are not limited to the following:

12.1 The Parties will establish periodic reviews of significant network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

12.2 Socket will furnish to CenturyTel, on a semi-annual basis, information that provides for state-wide, two-year forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 9 of 38

FINAL CONFORMING

- 12.3 CenturyTel shall comment on a Socket forecast within 30 days of receipt. The Parties shall work diligently and cooperatively to resolve any issues that may arise from CenturyTel's comments provided within 30 days of receipt concerning a forecast. However, CenturyTel's processing of Socket's services orders will not be delayed.
- 12.4 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.
- 12.5 Socket shall notify CenturyTel promptly of changes greater than twenty percent (20%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. Socket orders that exceed the capacity of the Socket's forecast shall only be filled by CenturyTel to the extent the requested capacity is Currently Available.
- 12.6 CenturyTel reserves the right to assess Socket a stranded plant or discontinued service order charge for capacity forecasted and ordered by Socket, but then not used by Socket, to the extent that CenturyTel can demonstrate that it built the plant based on Socket's order as well as demonstrate the charge is based upon costs incurred as a result of Socket's order.
- 12.7 Consistent with Section 14 - Confidential Information, all forecasting information will be confidential and will be used for CenturyTel's network management or carrier service management only.

**13.0 COMPLIANCE WITH LAWS AND REGULATIONS**

Each Party shall comply with all federal, State, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

**14.0 CONFIDENTIAL INFORMATION**

**14.1 Identification.**

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, pre-orders, and all orders for services or UNEs placed by Socket pursuant to this Agreement, and information that would constitute customer

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 10 of 38

FINAL CONFORMING

proprietary network information of Socket end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Socket end-users, whether disclosed by Socket to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement, is considered Confidential Information.

14.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request;
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and
- (g) Subject to the exceptions in Section 27.3.1 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

14.3 Exceptions.

- 14.3.1 These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly

known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 27.3 and 27.3.1, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15.0 CONSENT

Where consent, notice, approval, or mutual agreement is required of a Party, it shall not be conditional, or unreasonably delayed or withheld.

16.0 FRAUD

Neither Party assumes responsibility for fraud associated with the other Party's customers and end-user accounts and will not make adjustments in cases of such fraud. The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

17.0 REIMBURSEMENT OF EXPENSES

Should CenturyTel agree to provide facilities or services not otherwise provided for in this Agreement, it will provide to Socket a written estimate of the cost to provide such, and, upon Socket's acceptance, in writing, of those estimated costs, CenturyTel shall provide such facilities or services, and Socket will be obligated to reimburse CenturyTel for such non-recurring expenses incurred. CenturyTel shall provide such estimate within 30 days of Socket's request.

**18.0 DISPUTE RESOLUTION**

18.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

Upon written notice from either Party initiating the dispute resolution process, each Party will appoint a knowledgeable, responsible and empowered representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives, except that the Parties' representatives will hold an initial discussion within ten (10) days of the written request initiating the dispute resolution process. Written requests may be provided via electronic mail followed by registered mail to the contacts listed in this Agreement.

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 13 of 38

FINAL CONFORMING

18.3 Arbitration.

If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute shall be submitted to binding arbitration. The Parties may mutually agree to postpone submitting the dispute to binding arbitration. At the election of either Party, arbitration shall be before the Commission, FCC, or court of competent jurisdiction. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable. Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the Agreement.

- (a) A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of the other Party on subject areas identified in advance, and the other Party shall produce the appropriate individuals to respond. Additional discovery may be permitted upon mutual agreement of the Parties or order of the arbitrator. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- (b) Judgment upon the award rendered by the arbitrator, whether it is the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction.

18.4 Expedited Resolution Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects or threaten to materially affect service to either Party's end-user customers or the ability of one Party to provide service to an end-user customer, the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration, or at the election of either, directly to the Commission, FCC, or court shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, and

if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (*i.e.*, rules 53 through 57). Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.

18.5 Costs.

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees for any arbitration unless otherwise ordered by the arbitrator.

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment, such Party shall make payment to the billing Party together with any late payment charges under Article III, Section 9.6, from the original payment due date. If it is determined that the billed Party owes no payment, then the billing Party shall credit such disputed Unpaid Charges, including any late payment charges assessed.

**19.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein, including attachments, exhibits and/or amendments.

**20.0 EXPENSES**

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

**21.0 FORCE MAJEURE**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 15 of 38

FINAL CONFORMING

without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided, however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

**22.0 GOOD FAITH PERFORMANCE**

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

**23.0 GOVERNING LAW**

This Agreement, and the Parties' performance hereunder, shall be governed by and construed in accordance with the Act, and applicable federal and Missouri law.

**24.0 STANDARD PRACTICES**

The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. Socket agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement; *provided, however*, that notices of changes to standard practices will be provided as set forth in Section 54. Where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail.



ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 16 of 38

FINAL CONFORMING

24.1 CenturyTel shall make no change in any policy, process, method or procedure used or required to perform its obligations under this Agreement, that, in whole or in part, has the effect of diminishing the value of any right of Socket granted herein or term or condition included herein, or that could cause an inefficiency or expense for Socket hereunder that did not exist at the Effective Date of this Agreement, without the prior review and written approval of Socket, which consent may be withheld by Socket in its sole discretion. In addition, CenturyTel shall not be permitted to circumvent this obligation by posting on its CLEC web-site.

**25.0 HEADINGS**

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

**26.0 INDEPENDENT CONTRACTOR RELATIONSHIP**

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, State and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and State withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

**27.0 LAW ENFORCEMENT INTERFACE**

27.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven days a week/twenty-four hours a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 27.3.1, CenturyTel agrees to work jointly with Socket in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. Charges for providing such services for Socket customers will be identified, agreed to with Socket, and billed to Socket.

27.3 Where CenturyTel receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not tied to a CenturyTel account, CenturyTel shall send such information back to law enforcement, including the company name to which such account is connected, if available, for further processing by law enforcement.

27.3.1 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

## 28.0 LIABILITY AND INDEMNITY

### 28.1 Indemnification.

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's subsidiary and parent entities, predecessors, successors, affiliates, and assigns, as well as all of their respective current and former officers, directors, members, shareholders, agents, and employees, from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or end user(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion,

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 18 of 38

FINAL CONFORMING

advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one of more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 28.1 (other than applicable employee claimant(s)), for purposes of this Section 28.1. "Reasonable costs and attorneys' fees," as used in this Section 28.1, includes without limitation fees and costs incurred to interpret or enforce this Section 28.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

Notwithstanding anything to the contrary in this Section 28.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or end user(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and end user(s).

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or Operator of facilities involved in the provision of services, UNEs or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's customer(s) or end-user(s) against an Indemnified Party arising from services, UNEs or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party to the Indemnified Party or such Party's customer(s) or end-user(s).

28.2 Disclaimer of Warranties.

EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES,

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 19 of 38

FINAL CONFORMING

PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

28.3 Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.

28.3.1 Except as provided in Section 28.3.3, each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 28.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to Socket by CenturyTel under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section 28.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

28.3.2 EXCEPT AS PROVIDED IN SECTION 28.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

28.3.3 Section 28.3.1 and Section 28.3.2 do not apply to the following:

- Indemnification under Section 28.1
- Breach of any obligation of confidentiality referenced in this Agreement
- Violation of security procedures
- Any breach by Socket of any provision relating to Socket's use of Operations Support Systems
- Failure to properly safeguard, or any misuse of, customer data
- Statutory damages
- Liability for intentional or willful misconduct
- Liability, if any, under Article XV
- Liability arising under any applicable CenturyTel tariff, including without limitation CenturyTel of Missouri, LLC PSC MO No. 8 – Local Network Access

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 21 of 38

FINAL CONFORMING

- Article XI (E911), Section 8.3 and/or Section 8.4
- Each Party's obligations under Section 29.0 of this Article III
- Section 28.4.2 and/or Section 28.4.3 of this Article III

28.4 Liability of CenturyTel.

In addition to the general limitation of liability in Section 28.0, the following shall also limit CenturyTel's liability under this Agreement.

28.4.1 Inapplicability of Tariff Liability.

CenturyTel's general liability, as described in the CenturyTel local exchange or other tariffs, does not extend to Socket's customer(s) or end user(s). Liability of CenturyTel to Socket resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel.

Subject to the limitations in this Agreement, CenturyTel shall be liable for the individual services, facilities or elements that it separately provides to Socket and shall not be liable for any loss, claims, liability or damages asserted by a third-party provider of components where Socket combines or commingles such components with those components provided by CenturyTel to Socket pursuant to this Agreement.

28.4.2 Socket Tariffs or Contracts.

Socket shall, in its tariffs or other contracts for services provided to its end-users using services, facilities or UNEs obtained from CenturyTel, provide that in no case shall CenturyTel be liable to Socket's customer(s) or end-user(s) for any indirect, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by Socket of the possibility of such damages, and Socket shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from Socket customers or end users as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with Socket's end-users.

28.4.3 No Liability for Errors.

CenturyTel is not liable for mistakes that appear in CenturyTel's listings, 911 and other information databases, and with respect to such mistakes related to services provided under this Agreement, Socket shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by third parties, including Socket's customer(s), end-user(s) or employees. For purposes of this Section

28.4.3, mistakes shall not include matters arising out of the willful misconduct of CenturyTel or its employees or agents.

**29.0 INTELLECTUAL PROPERTY**

29.1 Socket acknowledges that its right under this Agreement to interconnect with CenturyTel's network and to unbundle and/or combine CenturyTel's Unbundled Network Elements (including combining with Socket's network elements) may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and contract rights of third parties.

29.2 Socket acknowledges that services and facilities to be provided by CenturyTel hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party Intellectual Property rights. In the event that restrictions in agreements with such third party vendors and/or such third party Intellectual Property rights do not permit CenturyTel to provide to Socket, without additional actions or costs, particular Unbundled Network Element(s), products, services or facilities otherwise required to be made available to Socket under this Agreement, then, as may be required by applicable State or federal law:

29.2.1 In accordance with this Agreement, CenturyTel agrees to provide written notification to Socket, directly or through a third party, of such restrictions of which CenturyTel has actual notice, and Socket agrees not to act in violation of such restrictions or any third party Intellectual Property rights; and

29.2.2 For any new Intellectual Property agreements that CenturyTel enters into or existing agreements that it renews, CenturyTel shall use best efforts, as commercially practical to procure rights or licenses to allow CenturyTel to provide to Socket the particular Unbundled Network Element(s), products, services or facilities identified in a written notification by Socket to CenturyTel ("Additional Rights and Licenses").

29.3 For any new Intellectual Property agreements that CenturyTel enters into or existing agreements that it renews, in the event that CenturyTel, after using best efforts, as commercially practical, is unable to procure Additional Rights and Licenses for Socket, CenturyTel will promptly provide written notification to Socket of: (i) the specific Unbundled Network Element, product, service or facility that it is unable to provide; (ii) the extent to which CenturyTel believes that Socket's use the specific Unbundled Network Element, product, service or facility pursuant to this Agreement has exceeded (or will exceed) the scope of the applicable agreement; and (iii) the specific circumstances that prevented CenturyTel from obtaining the Additional Rights and Licenses.

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 23 of 38

FINAL CONFORMING

- 29.4 In the event Socket provides notice to CenturyTel in writing within thirty (30) calendar days of the written notice referenced in Section 29.3 above that CenturyTel has not exercised such best efforts, as commercially practical, Socket may seek a determination through an expedited petition to the Commission as to whether CenturyTel has exercised such efforts.

Socket shall promptly reimburse CenturyTel for all out-of-pocket costs incurred by CenturyTel and/or CenturyTel's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyTel or any CenturyTel Affiliate. CenturyTel shall have the right to obtain reasonable assurances of such prompt reimbursement by Socket prior to the execution by CenturyTel or any CenturyTel Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event Socket fails to promptly reimburse CenturyTel for any such cost, then, in addition to other remedies available to CenturyTel under this Agreement, CenturyTel shall have no obligation to provide to Socket any Unbundled Network Element, product, service or facility to which such Additional Rights and Licenses relate. In the event any Unbundled Network Element to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyTel, CenturyTel's Affiliates and Socket, CenturyTel shall reasonably apportion among Socket and such non-CenturyTel carriers, on a prospective basis only, the costs incurred by CenturyTel and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

- 29.5 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement
- 29.6 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.

**30.0 MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.



ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 24 of 38

FINAL CONFORMING

**31.0 NO THIRD-PARTY BENEFICIARIES**

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**32.0 NOTICES**

32.1 Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, facsimile, Internet, or electronic messaging system or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice delivered using one of the alternatives mentioned in this Section shall be followed by registered receipt mail or delivery. Any notice shall be delivered using one of the alternatives mentioned in this Section 32 and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section.

If to CenturyTel:                    mail to: CenturyTel of Missouri, LLC  
    Attention: Carrier Relations  
    100 CenturyTel Drive  
    Monroe, LA 71203  
    Telephone number: (318) 388-9000  
    Facsimile number: (318) 388-9072  
    E-Mail: Guy.Miller@CenturyTel.com

With a copy to:                    CenturyTel of Missouri, LLC  
    Attention: Director – External Affairs  
    911 N. Bishop Rd., C207  
    Texarkana, TX 75501  
    Telephone number: 903-792-3499  
    Facsimile number: 903-735-6612  
    E-mail: Susan.Smith@CenturyTel.com

If to Socket:                        Socket Telecom, LLC  
    R. Matthew Kohly  
    1005 Cherry Street, Suite 104

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 25 of 38

FINAL CONFORMING

Columbia, MO 65201

Telephone number: 573.777.1991, ext. 551

Facsimile number: 573.256.6201

E-mail: [rmkohly@sockettelecom.com](mailto:rmkohly@sockettelecom.com)

32.2 Except as otherwise 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.

**33.0 PROTECTION**

**33.1 Impairment of Service.**

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its Affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

**33.2 Resolution.**

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment.

**34.0 PUBLICITY**

The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying

endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its Affiliates without the other Party's written authorization.

**35.0 REGULATORY AGENCY CONTROL**

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the Commission to the extent the substance of this Agreement, or any portion thereof, is or becomes subject to the jurisdiction of such agency.

**36.0 EFFECTIVE DATE**

This Agreement will be effective upon execution by the Parties and subject to approval by the Commission in accordance with Section 252 of the Act. The "Effective Date" of this Agreement for all purposes will be the effective date of the Commission approval order.

**37.0 REGULATORY MATTERS**

Each Party shall be responsible for obtaining and keeping in effect all FCC, State regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

**38.0 RULE OF CONSTRUCTION**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

**39.0 SECTION REFERENCES**

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

**40.0 SEVERABILITY**

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 27 of 38

FINAL CONFORMING

effect and shall not be affected unless removal of that provision results in a material change to this Agreement. Should the Parties disagree as to whether removal of that provision constitutes a material change, either Party may invoke the dispute resolution provisions of the Agreement.

If it is agreed or determined that removal of the provision results in a material change to this Agreement, as described in this Section, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within thirty (30) Business Days, either Party may invoke the dispute resolution provisions of this Agreement, or upon the mutual agreement of the Parties, the Agreement may be terminated without penalty or liability.

**41.0 SUBCONTRACTORS**

Provider may enter into subcontracts with third parties or Affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligation hereunder.

**42.0 SUBSEQUENT LAW**

The terms and conditions of this Agreement shall be subject to any and all Applicable Laws, rules, and regulations that subsequently may be prescribed by any federal, State or local governmental authority. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability or obligation of either Party to perform any material term of this Agreement ("change in law"), either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. The Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement.

In the event that the Parties are unable to reach agreement as to mutually acceptable new terms within sixty (60) days after the initial written notice, either Party may submit the change-in-law dispute to binding arbitration pursuant to Section 18.3 or, if applicable, Section 18.4 of the dispute resolution provisions of this Agreement. The dispute resolution provisions of Section 18 shall govern any such dispute or arbitration, except that the further notice and negotiation requirements of Sections 18.2 and 18.3 shall not apply. Upon a final determination by the Commission, FCC, court, or arbitrator on the appropriate change-in-law terms, the Parties agree to immediately incorporate such terms into the Agreement without regard to any further notice and negotiation requirements of Section 3.2.

#### 43.0 TAXES

Any federal, State or local excise, sales, or use taxes (defined in Section 43.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 43.2) shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes/fees/regulatory surcharges is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation that qualifies the obligated Party for a full or partial exemption. Any such taxes/fees/regulatory surcharges shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Upon annual request from CenturyTel, Socket will provide documentation on its tax-exempt status to CenturyTel. Socket is also responsible for furnishing any updates or changes in its tax-exempt status to CenturyTel during the term of the Agreement and any extensions thereof. In addition, Socket is responsible for submitting and/or filing tax-exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that Socket's representations to CenturyTel concerning the status of Socket's claimed tax-exempt status, if any, and its impact on this Section 43 are subject to the indemnification provisions of Section 28.1.

#### 43.1 Tax.

A charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the State or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

43.2 Fees/Regulatory Surcharges.

A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/Regulatory Surcharges shall include, but not be limited to, E-911/911, other N11, franchise fees, and Commission surcharges.

44.0 TRADEMARKS AND TRADE NAMES

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

45.0 NO WAIVER

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

46.0 ENVIRONMENTAL RESPONSIBILITY

46.1 Each Party is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility. Socket shall not be responsible with respect to pre-existing hazards at the Facility. In accordance with Section 46.10, Each Party will indemnify the other Party for all claims, fees, penalties, damages, and causes of action with respect to its own noncompliance with such laws regarding these materials. No new safety or environmental hazards shall be created or new hazardous substances shall be used at a CenturyTel or Socket Facility. Upon request by one Party, the other Party must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the other Party's Facility.

46.2 Each Party, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by the other Party when working at the requesting Party's Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of either Party's practices/procedures constitutes a warranty or representation by either Party that compliance with either Party's practices/procedures, with this Agreement, or with the other Party's directions or recommendations will achieve compliance with any Applicable Law. Socket is

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 30 of 38

FINAL CONFORMING

responsible for ensuring that all activities conducted by Socket at the Facility are in accordance with all applicable federal, State, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment. CenturyTel is responsible for ensuring that all activities conducted by CenturyTel at the Facility are in accordance with all applicable federal, State, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.

- 46.3 CenturyTel and Socket shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the CenturyTel or Socket Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or any petroleum contamination in a manhole.
- 46.4 Each Party shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under Applicable Laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to Socket regarding a CenturyTel facility after a complete and proper request by Socket for same, then CenturyTel's permit, approval, or identification number may be used as authorized by law and upon prior approval by CenturyTel. In that case, Socket must comply with all of CenturyTel's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. Likewise, if the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to CenturyTel regarding a Socket facility after a complete and proper request by CenturyTel for same, then Socket's permit, approval, or identification number may be used as authorized by law and upon prior approval by Socket. In that case, CenturyTel must comply with all of Socket's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites.
- 46.5 If Third Party Contamination is discovered at a Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by Applicable Law. If Socket discovers Third Party Contamination at a CenturyTel Facility, Socket will immediately notify CenturyTel and will consult with CenturyTel prior to making any required notification, unless the time required for prior consultation would preclude Socket from complying with an applicable reporting requirement. Likewise, if CenturyTel discovers Third Party Contamination at a Socket Facility, CenturyTel will immediately notify Socket and will consult with Socket prior to making any required notification, unless the time required for prior consultation would preclude CenturyTel from complying with an applicable reporting requirement.

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 31 of 38

FINAL CONFORMING

- 46.6 When appropriate, CenturyTel and Socket shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. For fees associated with such filings, CenturyTel and Socket must develop a cost sharing procedure.
- 46.7 When conducting operations in any CenturyTel manhole or vault area of the other Party, a Party shall follow practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all Applicable Laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. Such Party shall not disturb building materials containing hazardous substances prior to space or power accessibility. The other Party must approve any contracts or agreements to move the materials prior to disturbing the building materials. A Party shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in the other Party's manhole or vault area. The other Party shall not be responsible for any costs incurred by a Party in meeting its obligations under this Section.
- 46.8 Each Party shall provide reasonable and adequate compensation to the other Party for any additional or increased costs associated with compliance with any federal, State, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a proximate result of providing the Party with interconnection or Collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
- 46.9 Activities impacting safety or the environment of a right-of-way (ROW) must be harmonized with the specific agreement and the relationship with the landowner. In this regard, the Parties must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (*e.g.*, wetland areas having equipment restrictions).
- 46.10 Notwithstanding the limitation of liability in Section 28, with respect to environmental responsibility under this Section 46, CenturyTel and Socket shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, State, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its



operations at the CenturyTel Facility; it being the Parties' express intention that each Party shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 46.10.

#### **47.0 TBD PRICES**

Numerous provisions in this Agreement and its Appendices and/or Attachments refer to pricing principles. If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices in such Appendix or Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to Socket ordering any such TBD item, the Parties shall meet and confer to establish a price. Upon the request of one Party, the Parties shall meet within five (5) Business Days to confer to establish a price.

In the event the Parties are unable to agree upon a price for a TBD item, the tariffed rate for the most analogous tariffed product or service shall be used as the interim price. Either Party may invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim/TBD price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

#### **48.0 SURVIVAL OF OBLIGATIONS**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

#### **49.0 OTHER OBLIGATIONS**

**Allowance for Interruption of Service.** A service interruption period begins when an out-of-service condition of interconnection or an Unbundled Network Element is reported by Socket to CenturyTel's designated maintenance and repair contact point and ends when the service is restored. No allowance for a service outage will be provided where the outage is due to the actions of Socket, its agents or Customers. A credit allowance will be made to Socket where the service outage is isolated to CenturyTel network. A service interruption for purposes of this section will consist of an interruption period of 30 minutes or more. When a credit allowance does apply, the credit will be determined based on the monthly recurring rates applicable to the service affected; however, the credit allowance for a service outage or for a series of outages for a specific service shall not, except where otherwise provided in this Agreement, exceed the applicable monthly recurring rate for the service(s)

involved. For calculating credit allowances, every month is considered to have thirty (30) days and/or seven hundred and twenty (720) hours. Interruption of service claims for outages will be submitted by Socket to CenturyTel within 20 days of the outage. Claims will include the location, circuit ID, billing account number and the outage period. CenturyTel will respond back to Socket within six (6) Business Days either verifying the claim or with the reason (*e.g.*, the duration of the outage) for disputing Socket's interruption of service claim in whole or in part. CenturyTel shall not withhold any undisputed portion of a credit allowance.

#### **50.0 DIALING PARITY; NUMBER PORTABILITY**

CenturyTel further agrees to provide Number Portability in accordance with the requirements of the Act. Specific requirements concerning Number Portability are set forth in Article XII - Local Number Portability.

#### **51.0 OTHER REQUIREMENTS AND ATTACHMENTS**

51.1 This Agreement incorporates a number of listed Articles, which together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Articles have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability which any particular Article may otherwise have.

#### **52.0 SERVICE PARITY AND STANDARDS**

Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Missouri Public Service Commission for any services or facilities provided under this Agreement.

For any services that either Party is required by Applicable Law to provide to the other at parity, each Party shall provide services under this Agreement to the other Party that are equal in quality to that the Party provides to itself. "Equal in quality" shall mean that the service will meet the same technical criteria and performance standards that the providing Party uses within its own network for the same service at the same location under the same terms and conditions.

#### **53.0 CONTACTS**

Upon the Effective Date of this Agreement, each Party shall update 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 Agreement or disputes arising thereunder. Each Party shall accept all inquiries from the other Party and provide a timely

response. CenturyTel will provide and maintain its contact and escalation list in its CenturyTel Service Guide ("Guide"). The Guide is provided to Socket on CenturyTel's website, and any updates also will be provided on the website in the event such information changes. Information contained in the Guide will include a single contact telephone number for CenturyTel's CLEC Service Center (via an 800#) that Socket may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Guide will provide Socket with contact information for the personnel and/or organizations within CenturyTel capable of assisting Socket with inquiries regarding the ordering, provisioning and billing of interconnection, UNE and resale services. Included in this information will be the contact information for a person or persons to whom Socket can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

#### **54.0 NETWORK MAINTENANCE, MANAGEMENT AND CHANGE MANAGEMENT**

- 54.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (*e.g.*, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.
- 54.2 Each Party will provide a 24-hour contact number for network traffic management issues to the other Party's surveillance management center.
- 54.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers nor to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 54.4 Consistent with 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. 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.
- 54.5 Except as otherwise specified elsewhere in this Agreement, all changes to standard practices will be posted on the CenturyTel website prior to implementation, with email notification of such postings. The email notification directing Socket to CenturyTel's website will contain, at a minimum, the subject of the change posted to the website and a website link to the posting. In addition, the website itself will contain a "change log." Posting will include CenturyTel personnel who may be contacted by Socket to provide clarification of the scope of the change and timeline for implementation. Socket reserves its right to request changes

to be delayed or otherwise modified where there is an adverse business impact on Socket, with escalation through the dispute resolution process.

#### **55.0 UNLAWFUL USE OF SERVICE**

Services, facilities or Unbundled Network Elements provided by either Party pursuant to this Agreement shall not be used by the other Party or its end-users for any purpose in violation of law. Each Party shall be responsible to strive to ensure that its use of service and its end-users' use of services, facilities or Unbundled Network Elements provided hereunder comply at all times with all Applicable Laws. Either Party may refuse to furnish service to the other Party or disconnect particular services, facilities or Unbundled Network Elements provided under this Agreement, as appropriate, when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or Unbundled Network Elements is prohibited by law or (ii) the Party providing service is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished is being used or will be used for the purpose of transmitting or receiving information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to other Party as provided for under this Agreement, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the disconnecting Party the written finding of a court, then upon request of the disconnected Party, and its agreement to pay restoration of service charges and other applicable service charges, the disconnecting Party shall promptly restore such service.

#### **56.0 TIMING OF MESSAGES**

With respect to CenturyTel resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

#### **57.0 UNAUTHORIZED CHANGES**

##### **57.1 Procedures.**

If a Party submits an order for resold services, number portability or Unbundled Network Elements under this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from Provider or another LEC using CenturyTel resold services or Unbundled Network Elements, and the end-user notifies Provider that the end-user did not authorize the Party to provide local exchange services to

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 36 of 38

FINAL CONFORMING

the end-user, the Party must provide Provider with written documentation of authorization from that end-user within thirty (30) Business Days of notification by Provider. If the Party cannot provide written documentation of authorization within such time frame, the Party must, within three (3) Business Days thereafter:

- (a) direct Provider to change the end-user back to the LEC providing service to the end-user before the change to the Party was made;
- (b) provide any end-user information and billing records Party has obtained relating to the end-user to the LEC previously serving the end-user; and
- (c) notify the end-user and Provider that the change back to the previous LEC has been made.

Furthermore, Provider will bill the Party fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate Provider for switching the end-user back to the original LEC.

**58.0 LETTER OF AUTHORIZATION**

58.1 To the extent the Parties have not previously done so, Socket and CenturyTel shall each execute a blanket letter of authorization with respect to Customer requests to change service providers or to permit either Party to view CPNI information prior to the customer agreeing to switch service providers. Under the blanket LOA, prior proof of end-user authorization will not be necessary with every request.

58.1.1 Each Party's access to CPNI information of another carrier's Customer will be limited to instances where the requesting Party has obtained an authorization for release of CPNI from the Customer.

58.1.2 Requesting Party must maintain records of individual Customers' authorizations for change in local exchange service and release of CPNI, which adhere to all requirements of State and federal law.

58.1.3 Requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss on account of requesting Party's failure to obtain proper CPNI consent from a Customer.

58.1.4 When a blanket LOA has been executed, CenturyTel shall not refuse to provide CPNI information or require Socket to submit an individual LOA prior to releasing CPNI information, providing Customer Service Records, or processing orders.

**59.0 CUSTOMER CONTACTS**

Except as otherwise provided in this Agreement or as agreed to in a separate writing by Socket, Socket shall provide the exclusive interface with Socket's end-user customers in connection with the marketing or offering of Socket services. Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with Socket's end-users, such personnel shall not identify themselves as representing CenturyTel. All forms, business cards or other business materials furnished by CenturyTel to Socket end-users shall be generic in nature. In no event shall CenturyTel personnel acting on behalf of Socket pursuant to this Agreement provide information to Socket end-users about CenturyTel products or services unless otherwise authorized by Socket in writing. In no event shall CenturyTel personnel acting on behalf of Socket pursuant to this Agreement disparage Socket to Socket end-users in any fashion.

CENTURYTEL WILL RECOGNIZE SOCKET AS THE CUSTOMER OF RECORD FOR ALL UNBUNDLED NETWORK ELEMENTS AND SERVICES ORDERED BY RESALE THAT ARE ORDERED BY SOCKET AND WILL SEND ALL NOTICES, INVOICES AND PERTINENT INFORMATION DIRECTLY TO SOCKET EXCEPT FOR INSTANCES WHERE SOCKET HAS DEFAULTED AND CENTURYTEL IS REQUIRED BY COMMISSION RULES TO SWITCH RESALE CUSTOMERS TO CENTURYTEL .

**60.0 FEDERAL UNIVERSAL SERVICE CHARGE**

The Federal Universal Service Charge (FUSC) is an end-user charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.

- 60.1 Universal Service Fund. In order to collect the costs of CenturyTel's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyTel's end-user customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying this Federal Universal Service Charge to CenturyTel are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. The FCC obligates underlying carriers to obtain a signed statement from a reseller customer that it is reselling the services provided by the underlying carrier in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If the reseller customer does not provide this statement, or certifies that it is exempt from remitting the FUSC, CenturyTel must report the revenues obtained from provision of service to the reseller customer as end user revenues, for FUSF contribution purposes, and is permitted to assess a FUSC on such customer. Socket agrees to provide CenturyTel with an updated annual certification upon request, so that

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 38 of 38

FINAL CONFORMING

CenturyTel may ensure that it continues to accurately report its revenues for FUSF contribution purposes. It is expressly understood and agreed that the Socket provision to CenturyTel of evidence of its making adequate payments into the Universal Service Fund and Socket representations to CenturyTel in connection therewith are subject to the indemnification provisions in this Article.

**ARTICLE IV: GENERAL RULES GOVERNING RESOLD SERVICES  
AND UNBUNDLED ELEMENTS**

**1.0 GENERAL**

- 1.1 The terms of Article IV apply to resold services and Unbundled Network Elements only.
- 1.2 General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local, toll and access tariffs, apply to retail services made available by CenturyTel to Socket for resale, when appropriate, and unless otherwise specified in this Agreement, and will supplement the UNE terms and conditions in the Agreement, where Socket specifically purchases such items directly from the CenturyTel tariff.

**2.0 [Intentionally Omitted]**

2.1 [Intentionally Omitted]

2.2 [Intentionally Omitted]

2.3 [Intentionally Omitted]

**3.0 END USER NOTICE REQUIREMENT**

When Socket provides services by reselling CenturyTel's services, Socket shall comply with Commission Rule 4 CSR 240-32.120. If Socket is in Default, Socket shall, at its sole expense, within five (5) Business Days, notify its end-users that their service may be disconnected for Socket's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services. If Socket fails to provide such notification, or any of Socket's end-users fail to select a new provider of services within the applicable time period, CenturyTel may provide local exchange services to Socket's end-users under CenturyTel's applicable end-user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to Socket's end-user, but will be assessed to Socket.

**4.0 [Intentionally Omitted]**



**ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC**

**1.0 GENERAL PROVISIONS**

- 1.1 This Article describes the technical arrangements by which Socket and CenturyTel will interconnect their networks when Socket is providing its switching facilities to serve a given exchange area and related terms and conditions herein.
- 1.2 [Intentionally omitted].
- 1.3 The Parties acknowledge that in paragraph 140 of its Triennial Review Remand Order the FCC said, in part: "We note in addition that our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and local exchange service. Thus, competitive LECs will have access to these facilities at cost-based rates to the extent that they require them to interconnect with the incumbent LEC's network."
- 1.4 CenturyTel shall provide interconnection in compliance with Applicable Law.
- 1.5 [Intentionally omitted].

**2.0 INTERCONNECTION REQUESTS**

- 2.1 Upon request from Socket to establish an interconnection arrangement or augment an existing interconnection arrangement, Socket may invoke the provisions of Article III, Section 7 whereby the Parties will ensure that current contact and escalation information is exchanged for all functions and processes involved in implementation of interconnection. CenturyTel shall ensure that its personnel are knowledgeable and qualified to assist Socket in addressing issues and questions.
- 2.2 CenturyTel and Socket agree to follow the then-current ATIS/OBF ASOG Standards for completing ASRs. If CenturyTel intends to deviate from the then-current version, it will provide reasonable notice to Socket, explaining the nature of the deviation(s), the reason for the deviation(s), and how the deviation impacts Socket's filing of accurate and complete ASRs.
- 2.3 Upon request, CenturyTel shall provide to Socket technical information about CenturyTel's network facilities in sufficient detail to achieve interconnection consistent with 47 C.F.R. § 51.305.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 2 of 16

FINAL CONFORMING

- 2.4 In the event that CenturyTel does not have the capacity to support an interconnection arrangement requested by Socket, CenturyTel shall provide a detailed explanation of the reason such capacity does not exist.
- 2.5 CenturyTel shall not delay processing and fulfilling, or refuse to process and fulfill, Socket's requests for additional interconnection facilities or capacity because CenturyTel believes Socket does not need the additional interconnection capacity.
- 2.6 Socket shall submit service orders for establishing interconnection arrangements consistent with the provisions of Article VIII: Ordering and Provisioning, using an LSR or ASR as appropriate. Upon receipt of a Socket service 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.
- 2.6.1 Socket shall have administrative and order control (e.g., determination of trunk group size), consistent with this Article, of all trunks groups provisioned between Socket and CenturyTel. This only applies to the extent that it does not require CenturyTel to redesign its network configuration.
- 2.7 [Intentionally omitted]
- 2.8 Inter-network connection and protocol must be based on industry standards developed consistent with the Act.

**3.0 INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC**

- 3.1 The Parties shall interconnect, establish points of interconnection ("POIs"), and transport and terminate traffic consistent with the provisions of this Article.
- 3.2 For purposes of Section 4.3 and its subsections below, an "access line" shall mean an analog line or a digital voice-grade equivalent line used to connect an end-user to a company's central office. Voice-grade equivalent should be considered as each channel available for voice traffic on a high capacity line. One (1) high capacity line equipped with twenty-four (24) voice grade channels will be considered twenty four (24) access lines.

**4.0 REQUIREMENTS FOR ESTABLISHING POINTS OF INTERCONNECTION ("POIs")**

- 4.1 When the Parties directly interconnect for the mutual exchange of traffic covered by this Agreement, the Parties will initially interconnect their network facilities at a minimum of

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 3 of 16

FINAL CONFORMING

one technically feasible POI on CenturyTel's network in each LATA in which Socket offers telecommunications services.

- 4.2 If CenturyTel asserts that a Socket POI is no longer technically feasible, CenturyTel must prove to the Commission that interconnection at that point is no longer technically feasible.
- 4.2.1 If a Socket POI becomes no longer technically feasible, Socket must take such actions as may be necessary to make the POI technically feasible, including, where required, establishing one or more additional technically feasible POI(s).
- 4.3 As the volume of traffic exchanged between the parties increases, Socket must establish additional POIs as follows:
- 4.3.1 CenturyTel's exchanges are classified on a thousand-access-line basis as follows:
- a. Exchanges of 1,000 CenturyTel access lines or less are "Class I Exchanges"; and
  - b. Exchanges of more than 1,000 CenturyTel access lines are "Class II Exchanges".
  - c. If there is a dispute between the Parties as to the number of CenturyTel access lines in an exchange, the Staff of the Commission will assist with resolution of the dispute. If the dispute persists, either Party may seek Commission resolution of the dispute without following the normal dispute resolution process in the interconnection agreement.
- 4.3.2 Intentionally left blank.
- 4.3.3 Socket is required to establish an additional POI in a Class I Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class I exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels.
- 4.3.4 Socket is required to establish an additional POI in a Class II Exchange when the total traffic covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class II exchange exceeds, at peak over three consecutive months, a DS1 or 24-channels for each 1,000 access lines in the exchange, rounded to the nearest 1/10 of a DS1.
- a. *E.g.*, for an exchange of 2,412 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 2.4 DS1s of traffic to or from an existing POI and that exchange;
  - b. *E.g.*, for an exchange of 10,550 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months 10.6 DS1s of traffic to or from an existing POI and that exchange; and,
  - c. *E.g.*, for an exchange of 28,100 CenturyTel access lines, this threshold is reached when the total traffic covered by the Agreement exchanged between the Parties exceeds, at peak over three consecutive months, 28.1 DS1s of traffic to or from an existing POI and that exchange.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 4 of 16

FINAL CONFORMING

- 4.3.5 Socket will no longer be required to maintain a POI in exchanges where Socket establishes a POI pursuant to Sections 4.3.3 or 4.3.4 when the volume of traffic exchanged between the Parties falls below, at peak over 3 consecutive months, a DS1 or 24-channels in a Class I exchange, or a DS1 or 24-channels for each 1,000 access lines in a Class II exchange, rounded to the nearest 1/10 of a DS1. Socket shall provide CenturyTel with written notice of its intention to decommission a POI pursuant to this section. Socket shall not decommission such POI until the earlier of the 90<sup>th</sup> day after providing the written notice to CenturyTel or CenturyTel's notice to Socket that CenturyTel has re-provisioned trunking. If there is a dispute between the Parties about whether a threshold for decommissioning a POI as described in this section has been met, the Parties will follow the expedited dispute resolution process described in Article III, Section 18.4. Socket shall not be permitted to decommission a POI in a disputed exchange until the dispute resolution process concludes with an award.
- 4.4 Subject to this Article V and, in particular, Sections 4.1-4.3.4, the Parties agree that Socket has the right to choose a single POI or multiple POIs within the LATA.
- 4.5 Unless there is a dispute about the establishment of an additional POI in an exchange, the additional POI(s) will be established within 90 days of notification that the threshold has been met. Socket must provide CenturyTel notice of a dispute about the establishment of an additional POI within 15 business days after notification that the threshold has been met. If there is a dispute between the Parties about whether a threshold for establishment of one or more additional POIs as described in this section has been met, the Parties will follow the expedited dispute resolution process described in Article III, Section 18.4. Socket will not be required to establish an additional POI in a disputed exchange until the dispute resolution process concludes with an award.
- 4.6 When a POI is to be established to exchange traffic with a CenturyTel exchange that is not listed in the Local Exchange Routing Guide ("LERG") Common Language Location Identifier ("CLLI") Code classification as a "host" switch, the POI will be established within the exchange of the remote switch, unless the Parties agree to establish the POI within the exchange of the host switch.
- 4.7 [Intentionally omitted]
- 4.8 Socket will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.
- 4.9 Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.
- 5.0 [INTENTIONALLY OMITTED].

**6.0 INTERCONNECTION METHODS**

6.1 Where Socket seeks to interconnect with CenturyTel for the purpose of mutually exchanging traffic between networks, Socket may use any of the following methods of obtaining interconnection. Such methods include but are not limited to:

6.1.1 Physical Collocation –

6.1.1.1 In instances where Physical Collocation is the Interconnection Method, the POI shall be where Socket's collocation cable facilities (or those of a third-party) physically connect to CenturyTel termination equipment. This shall be identified by the Circuit Facilities Address (CFA) provided by Socket.

6.1.2 Virtual Collocation.

6.1.2.1 In instances where Virtual Collocation is the interconnection method, the POI shall be the last entrance manhole (Manhole Zero). From this manhole into the premises, CenturyTel shall assume ownership of and maintain the fiber. From this manhole toward Socket's location, the fiber optic cable remains Socket's responsibility, with Socket performing all servicing and maintaining full ownership. If Socket is purchasing CenturyTel-provided unbundled interoffice facilities as transport, an entrance facility is not required.

6.1.3 Fiber Meet Point.

6.1.3.1 Option 1 – Socket's fiber cable and CenturyTel's fiber cable are connected at an economically and technically feasible point between the Socket location and the last entrance manhole at the CenturyTel Central Office.

6.1.3.1.1 The Parties may agree to a location with access to an existing CenturyTel fiber termination panel. In such cases, the network interconnection point (POI) shall be designated outside of the CenturyTel building, even though the Socket fiber may be physically terminated on a fiber termination panel inside of a CenturyTel building. In this instance, Socket will not incur fiber termination charges, and CenturyTel will be responsible for connecting the cable to the CenturyTel facility.

6.1.3.1.2 Conversely, the Parties may agree to a location with access to an existing Socket fiber termination panel. In these cases, the POI shall be designated outside of the Socket building, even though the CenturyTel fiber may be physically terminated on a fiber termination panel inside of a Socket building. In this instance, CenturyTel will not incur fiber termination charges, and Socket will be responsible for connecting the cable to the Socket facility.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 6 of 16

FINAL CONFORMING

6.1.3.1.3 If a suitable location with an existing fiber termination panel cannot be agreed upon, Socket and CenturyTel shall mutually determine the provision of a fiber termination panel housed in an outside, above-ground cabinet placed at the physical POI.

6.1.3.2 Option 2 – Socket will provide fiber cable to the last entrance manhole (Manhole Zero) at the CenturyTel Tandem or End Office with which Socket wishes to interconnect. Socket will provide a sufficient length of fiber optic cable for CenturyTel to pull the fiber cable to the CenturyTel cable vault for termination. In this case, the POI shall be the manhole location.

6.1.4 Socket Self-Provision and/or Leasing of Facilities from a Third Party.

6.1.4.1 This would include instances where the Parties connect their networks at the location of a third-party such as a customer premise, building, or other location where CenturyTel has network facilities.

6.1.4.2 In this instance, the POI shall be the point where the facilities of Socket (or those of a third party) physically connect to the facilities of CenturyTel.

6.1.5 Leasing of Dedicated Transport Facilities from CenturyTel

6.1.5.1 Socket may elect to lease interconnection facilities from CenturyTel at the rates set forth in Article VIIA.

6.1.5.2 In this instance, the POI shall be where the leased channel termination equipment physically connects to the CenturyTel switch or to the cross-connect that connects the leased transmission equipment to the switch.

6.1.6 Any other technically feasible method for obtaining interconnection.

## 7.0 INDIRECT NETWORK INTERCONNECTION

7.1 Where one Party chooses to route traffic through a third-party Transit provider, the third party must have a POI with the originating and terminating carrier in the same LATA as the originating and terminating Parties' Local Routing Numbers ("LRNs") as defined in the LERG. Each Party must have connection to the third party.

## 8.0 INTERCONNECTION FACILITY COMPENSATION

8.1 Each Party is responsible for bringing its facilities and trunks to the POI.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 7 of 16

FINAL CONFORMING

**9.0 INTERCARRIER COMPENSATION FOR TRANSPORT AND TERMINATION OF TRAFFIC SUBJECT TO THIS INTERCONNECTION AGREEMENT**

- 9.1 [Intentionally omitted].
- 9.2 MCA Traffic is traffic originated by a Party providing a local calling scope pursuant to Case No. TO-92-306 and Case No. TO-99-483 (MCA Orders) and routed as Local Traffic based on the calling scope of the originating Party pursuant to the MCA Orders.
- 9.2.1 Compensation for MCA Traffic will be consistent with the Commission's decisions in Case No. TO-92-306 and Case No. TO-99-483.
- 9.2.2 The Parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the Parties will comply with the Commission's final order.
- 9.2.3 VNXX Traffic. If Socket assigns NPA/NXXs to a customer physically located outside of the CenturyTel Local Calling Area containing the Rate Center with which the NPA/NXX is associated, traffic originating from CenturyTel customers within that CenturyTel Local Calling Area to Socket customers physically located outside of the CenturyTel Local Calling Area shall not be deemed Local Traffic but shall be at Bill-and-Keep.
- 9.2.4 MCA Transit Traffic. Neither Party shall assess transit charges on any MCA Transit Traffic.
- 9.3 [Intentionally omitted].
- 9.4 [Intentionally omitted].
- 9.4.1 [Intentionally omitted].
- 9.4.2 "Bill-and-Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other Party's network.
- 9.5 [Intentionally omitted].
- 9.6 [Intentionally omitted].
- 9.6.1 [Intentionally omitted].

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 8 of 16

FINAL CONFORMING

9.6.2 [Intentionally omitted].

9.6.3 [Intentionally omitted].

9.7 Transport.

Transport includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the POI between the two carriers to the terminating carrier's End-Office Switch that directly serves the called end-user.

9.7.1 Transport of Local Traffic.

Each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI.

9.7.2 Termination.

Termination includes the Tandem Switching of Local Traffic at the terminating carrier's End Office Switch. Termination rates are set forth in Article VIIA.

9.7.3 Compensation for Terminating Access Charges on Calls to Ported Numbers.

The Parties agree that a Meet Point Billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXC the applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for Meet Point Billing.

9.8 Nothing in this Section shall be interpreted to (i) change compensation as set forth in this Agreement for traffic or services other than traffic or services for which compensation is addressed in this Article V, including but not limited to Internetwork Facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep arrangement described in this Section. The Parties reserve the right to otherwise seek compensation for non-Local Traffic including the imposition of access charges where appropriate.

**10.0 TRANSIT TRAFFIC**

10.1 Socket may indirectly interconnect with other carriers.

10.2 Compensation for MCA Transit Traffic.

10.2.1 Consistent with the Commission's decision in Case No. TO-92-306 and Case No. TO-99-483 and notwithstanding any other provision of the Agreement to the contrary, neither Party shall assess Transit charges on any MCA Transit Traffic.

10.3 Compensation for Non-MCA Transit Traffic.



ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 9 of 16

FINAL CONFORMING

- 10.3.1 Because Transit Traffic is an obligation imposed pursuant to 47 U.S.C. §§ 251(c)(2) and (3), the applicable pricing standard for Non-MCA Transit Traffic is TELRIC.
- 10.3.2 The originating Party will compensate the transiting Party for each minute of non-MCA originated traffic that does not terminate to the Transit provider's end user but terminates to a third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the Transit Rate, which is based upon the tandem switching and common transport rates set forth in Article VIIA.
- 10.4 Where the Transit provider is sent CPN by the originating carrier, the Transit provider will send the original and true CPN to the terminating Party.
- 10.5 In the event one Party originates traffic that transits the other Party's network to reach a third-party telecommunications carrier with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the transiting Party for any lawful charges that any terminating third-party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.
- 10.6 Unless otherwise provided in this Agreement, neither the terminating Party nor the Transit provider shall be required to function as a billing intermediary, e.g., clearinghouse. Terminating carriers shall be required to directly bill the Party that originates calls and sends traffic over the Transit provider's network.
- 10.7 [Intentionally omitted]
- 10.8 [Intentionally omitted]

**11.0 TRUNKING**

- 11.1 Trunking Requirements: The interconnection of Socket and CenturyTel networks shall be designed to promote network efficiency. CenturyTel will not impose any restrictions on Socket that are not imposed on its own traffic with respect to trunking and routing options afforded to Socket. In accordance with Article III, it will be necessary for the Parties to have met and discussed trunking, forecasting, availability and requirements in order for the Parties to begin exchange of traffic.
- 11.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including End Offices, Tandems, and 911 routing switches. Where available, the Parties will use two-way trunks for delivery of Local Interconnection Traffic, or either Party may elect to provision its own one-way trunks for delivery of Local Interconnection Traffic to the other Party. If a Party elects to provision its own one-way trunks when two-way trunking is available, that Party will be responsible for its own expenses associated with the trunks. If two-way trunking is not available, the Parties shall use one-way trunking for the exchange of Local Interconnection Traffic, and each Party will be responsible for its own expenses associated with its own one-way trunks.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket  
Page 10 of 16  
FINAL CONFORMING

- 11.1.2 With respect to trunking, the Parties recognize that the terminating carrier may elect to require that traffic be delivered to it over separate trunk groups.
- 11.1.2.1 For traffic Socket originates that CenturyTel terminates, Socket shall establish separate trunk groups for the delivery of IXC and LEC-to-LEC traffic to CenturyTel.
- 11.1.2.2 For traffic that will be terminated by Socket, CenturyTel shall establish separate trunk groups for the delivery to Socket of IXC and LEC-to-LEC traffic.
- 11.1.2.3 Except as necessary to comply with the Commission's rules, CenturyTel may not limit the types of traffic that pass over interconnection facilities or require that traffic be routed or separated in a given way.
- 11.1.2.4 [Intentionally omitted]
- 11.1.2.5 Dedicated trunking may be established by mutual agreement of the Parties.
- 11.1.3 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 11.1.3.1 [Intentionally omitted].
- 11.1.3.2 Neither Party shall route IXC Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.
- 11.1.4 End-Office Trunking. The Parties will work cooperatively to establish high volume End-Office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a Socket End Office and a CenturyTel End Office.
- 11.1.5 Consistent with Section 8.1, each Party will be responsible for the expenses associated with its own portion of the trunking on its own side of the Point of Interconnection.
- 11.1.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET) where technically available) and shall be jointly engineered to the appropriate industry grade of service standard. Socket and CenturyTel agree to jointly plan interconnection trunking to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grade of service standard (B.01). Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 11.1.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.
- 11.1.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 11.1.9 The Parties will support intercompany 64kbps clear channel where available.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 11 of 16

FINAL CONFORMING

11.1.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

11.2 Trunk Forecasting.

11.2.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:

11.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year).

11.2.2 A description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 11.2.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that may be reflected in a significant increase or decrease in trunking demand for the following forecasting period.

11.2.3 The Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

11.3 Trunk Facility Underutilization.

At least once a year, the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01). When a condition of excess capacity is identified, the Parties will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements for possible network efficiency adjustment.

11.4 [Intentionally omitted].

11.5 Network Redesigns Initiated by CenturyTel.

CenturyTel will not charge Socket when CenturyTel initiates its own network redesigns/reconfigurations.

**12.0 BILLING AND RECORDING**

12.1 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges shall be billed in arrears.

12.2 Usage Measurement. Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the terminating

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket  
Page 12 of 16  
FINAL CONFORMING

office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first. Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

12.3 Recording and Billing for Local Interconnection Traffic. All recording and billing of Local Interconnection Traffic shall be in compliance with the provisions of the Missouri Enhanced Records Exchange Rule, 4 CSR 240, Chapter 29.

12.3.1 [Intentionally omitted].

12.3.2 [Intentionally omitted].

12.3.3 [Intentionally omitted].

12.3.4 [Intentionally omitted].

12.4 Service Ordering, Service Provisioning, and Billing.

Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance for non-access services shall be governed by the CenturyTel Service Guide. CenturyTel will provide Socket with clear, advance notice of changes to CenturyTel's procedures as stated in the Service Guide, and Socket has the right to raise a valid dispute under the terms of this Agreement if a change materially affects Socket's service. If there is any variation in the terms of this Agreement and the terms in CenturyTel's Service Guide, the terms of this Agreement shall prevail.

**13.0 MEET-POINT ARRANGEMENT AND BILLING (MPB)**

13.1 Meet-Point Arrangements.

13.1.1 As set forth in Section 11.1.2, the Parties will establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel Access Tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

13.1.2 Except in instances of capacity limitations, CenturyTel shall permit and enable Socket to sub-tend the CenturyTel Access Tandem(s) nearest to the Socket Rating Point(s) associated with the NPA/NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given Access Tandem, Socket shall be allowed to sub-tend the next-nearest CenturyTel Access Tandem in which sufficient capacity is available.

13.1.3 Interconnection for the MPB arrangement shall occur at the interconnection point (POI).

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 13 of 16

FINAL CONFORMING

- 13.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the CenturyTel Access Tandem Switch.
- 13.1.5 Socket and CenturyTel will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 13.1.6 As detailed in the MECAB document, Socket and CenturyTel will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill access service customers for Switched Access Services traffic jointly handled by Socket and CenturyTel via the Meet-Point Billing arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.
- 13.1.7 Socket and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

Should the exchange of information become out of balance, either Party may invoke the dispute resolution process to begin charging for the exchange of usage data and related information.

13.1.8 [Intentionally omitted].

13.2 Compensation for Meet-Point Traffic.

Billing to access service customers for the Switched Access Services jointly provided by Socket and CenturyTel via the MPB arrangement shall be according to the multiple-bill/multiple tariff method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.

**14.0 COMMON CHANNEL SIGNALING**

14.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 14 of 16

FINAL CONFORMING

14.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

14.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under Applicable Law.

14.4 Third-Party Signaling Providers.

Socket may choose a third-party SS7 signaling provider.

14.5 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

**15.0 NETWORK MANAGEMENT CONTROLS**

15.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively in attempting to ensure that all such events are conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

**16.0 ADDITIONAL RESPONSIBILITIES OF THE PARTIES**

16.1 The Parties agree to use the Local Exchange Routing Guide (LERG) to provision the appropriate MCA NXXs in their networks. The LERG should be updated in accordance with industry standards for opening a new code to allow the other Party the ability to make the necessary network modifications. If the Commission orders the Parties to use an alternative other than the LERG, the parties will comply with the Commission's final order. When a Party opens a new NXX, it will submit an ASR to advise the other Party how to route the traffic to the new NXX.

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 15 of 16

FINAL CONFORMING

16.2 Each Party will transmit call detail information to the other for each call being transited to or terminated on the other's network in compliance with the provisions of the Missouri Enhanced Records Exchange Rule; 4 CSR 240, Chapter 29. For traffic that is not covered by that rule, including but not limited to Meet-Point traffic, each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic originated on a Party's network including, without limitation, Switched Access Traffic, and wireless traffic, such Party shall provide CPN as defined in 47 C.F.R. § 64.1600(c) ("CPN"). Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. If either Party identifies improper, incorrect, or fraudulent use of local exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

16.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will use their best efforts to work cooperatively to correct the problem, with both Parties reserving their rights to pursue dispute resolution or other recourse as appropriate.

16.4 In the event that either Party provides unbundled local switching (ULS), or its equivalent provided via a commercial agreement, to a third-party CLEC, the other Party will bill the providing Party directly for calls that originate from any third-party CLECs using that Party's unbundled local switching (ULS) or equivalent provided via a commercial agreement.

16.5 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, Socket shall assign NPA/NXX codes to Rate Centers and use Rating Points in accordance with the CO Code Guidelines, FCC Rules, and Applicable State regulatory Requirements, as appropriate.

16.6 Routing Points.

Socket also will designate a Routing Point for each assigned NXX code.

16.7 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize

ARTICLE V: INTERCONNECTION AND TRANSPORT  
AND TERMINATION OF TRAFFIC

CenturyTel/Socket

Page 16 of 16

FINAL CONFORMING

and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

16.8 Agreements with Third Parties.

Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.

Where necessary, the Parties agree to enter into their own agreements with third-party providers. In the event that Socket sends traffic through CenturyTel's network to a third-party provider with whom Socket does not have a traffic interexchange agreement, then Socket agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

17.0 [INTENTIONALLY OMITTED].



**ARTICLE VI: RESALE**

**1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

1.1 This Article describes services that CenturyTel will make available to Socket for resale. All services or offerings of CenturyTel, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Articles II & III, and Applicable Law. CenturyTel shall make available to Socket for resale any Telecommunications Services that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, including such services as are made available by CenturyTel to its retail customers via its applicable retail tariff (hereinafter, "resold services"). CenturyTel shall not impose limitations or restrictions on such services made available to Socket for resale, except as set forth in Section 1.5 and/or as otherwise permitted under Applicable Law.

1.1.1 CenturyTel shall make resold services available to Socket on terms and conditions that are reasonable and non-discriminatory.

1.1.2 CenturyTel shall provide resold services to Socket that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that CenturyTel provides these services to other CLECs and end users.

1.2 Except as specifically provided otherwise in this Agreement, provisioning of resold services shall be governed by the CenturyTel Service Guide.

1.3 Socket may resell services purchased pursuant to this Article to other telecommunications carriers for their own use as end user customers.

1.4 Socket may purchase for resell special access services; however, no resale discount applies.

1.5 Restrictions on Resale. The following restrictions shall apply to the resale of retail services by Socket:

1.5.1 Socket shall not resell to one class of customers a service that is offered by CenturyTel only to another class of customers in accordance with State requirements.

1.5.2 Socket shall not resell lifeline services and services for the disabled. Where Socket desires to provide lifeline services or services for the disabled to its customer, CenturyTel will resell the customer's line as a residential line (with applicable resale discount) and Socket shall be responsible for re-certifying the line pursuant to Applicable Law and for participating in the lifeline or disabled services discount pool without the assistance of

CenturyTel. In no event shall CenturyTel be responsible for recovering or assisting in the recovery of lifeline or disabled services discounts on behalf of Socket.

1.5.3 Socket shall not resell CenturyTel's promotional offerings lasting ninety (90) day or less in duration. These promotional offerings are not available to Socket for resale at the applicable resale discount. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate, provided that (i) such promotions involve rates that will be in effect for no more than ninety (90) days, and (ii) CenturyTel does not make such promotions available as sequential ninety (90)-day promotions.

1.5.4 CenturyTel may impose other limitations or restrictions on services made available to Socket for resale to the extent it proves to the Commission that such limitations or restrictions are reasonable and non-discriminatory.

## 2.0 GENERAL TERMS AND CONDITIONS FOR RESALE

2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in FCC Rules, 47 C.F.R. §§ 64.1100, *et seq.*, to process end user selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to effectuate the migration.

2.2 Socket must represent and warrant to CenturyTel that it is a certified provider of local exchange service in the State. Socket will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

2.3 The Parties shall comply with all applicable Commission rules regarding switching end user customers from one telecommunications provider to another, including those rules governing initiating a challenge to a change in an end user customer's local service provider.

2.4 When an end user customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user customer's authorized agent.

2.5 CenturyTel shall provide line loss notification to Socket.

2.6 Socket will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from Socket for all services ordered.

2.7 CenturyTel shall not be responsible for the manner in which Socket bills its customers. All applicable rates and charges for services provided to Socket under this Article will be billed directly to Socket and shall be the responsibility of Socket regardless of Socket's

ability to collect. Socket shall not be responsible for payment of charges for any retail services furnished and billed by CenturyTel directly to Socket's end user customers.

2.8 Local Calling Detail.

2.8.1 Except for those services and in those areas where measured rate local service is available to end-users, monthly billing to Socket does not include local calling detail. However, Socket may request, and CenturyTel shall consider developing, the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

2.9 Originating Line Number Screening (OLNS).

2.9.1 Upon request and when CenturyTel is technically able to provide and bill the service, CenturyTel will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

2.10 Upon request from Socket, CenturyTel will provide all documentation associated with resale codes, methods and procedures pertaining to resale, ordering and provisioning codes and other relevant information requested by CLEC.

**3.0 PRICING**

3.1 The prices charged to Socket for local services shall be calculated as follows:

3.1.1 A discount as shown in Appendix: Resale Pricing ("Resale Appendix") of this Article shall apply to all Telecommunications Services, as identified in Section 1.1, except those services specifically excluded from resale or from receiving the resale discount set forth in this Article.

3.1.2 The discount dollar amount calculated under Section 3.1 above will be deducted from the retail rate.

3.1.3 The resulting rate is the resale rate.

3.2 CenturyTel shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and the special promotional rate will be subject to the applicable discount.

3.3 Socket may resell COCOT coin or coinless line; however, no discount applies.

3.4 [Intentionally omitted]

3.5 When a CenturyTel end user changes service providers to Socket resold service of the same type without any additions or changes, the only applicable non-recurring charge shall be the Service Order Charge.

3.6 If a Socket end user customer adds features or services when the end user customer changes its resold local service from CenturyTel or another CLEC to Socket, CenturyTel will charge CLEC the normal service order charges and/or non-recurring charges associated with said additions.

3.7 Nonrecurring Charges.

The discount, as shown in the Resale Appendix of this Article, applies to non-recurring charges.

#### 4.0 RESALE RESTRICTIONS

4.1 To the extent consistent with applicable federal and State rules and regulations, Socket may resell local services to provide Telecommunications Services. CenturyTel will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.

4.2 Grandfathered Services.

Services identified in CenturyTel tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered services are subject to a resale discount, as provided in Section 3.

4.3 [Intentionally omitted]

4.3.1 [Intentionally omitted]

4.3.2 [Intentionally omitted]

4.4 [Intentionally omitted]

4.5 [Intentionally omitted]

4.6 Socket shall not resell to one class of customers a service that is offered by CenturyTel only to another class of customers in accordance with State requirements (*e.g.*, R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

4.7 Socket shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange Carriers (IXCs), wireless carriers,

competitive access providers (CAPs), or other telecommunications providers; provided, however, that Socket may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

4.8 [Intentionally omitted]

4.9 Unless permitted by tariff, Socket shall not permit the sharing of a service by multiple end user customer(s) or the aggregation of traffic from multiple end user customers' lines or locations onto a single service.

4.10 To the extent CenturyTel makes available to its end users any volume or term discounts, CenturyTel shall make such volume and term discounts available to Socket for resale with the resale discount applied at the same retail rates, terms and conditions.

4.11 [Intentionally omitted]

5.0 [INTENTIONALLY OMITTED]

#### 6.0 CHANGES IN RETAIL SERVICE

6.1 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.

#### 7.0 AVAILABLE RESALE SERVICES

7.1 Description of Basic Local Exchange Services Available for Resale.

Resold basic exchange service includes, but is not limited to, the following elements:

- (a) Voice-Grade Local Exchange Access Line - includes a telephone number and dial tone;
- (b) Access to long distance carriers. Socket must have an agreement directly with Interexchange Carriers for presubscribed or casual usage non-Local Traffic. CenturyTel has no ordering, billing or collection obligations in connection therewith, and Socket assumes full responsibility for such obligations, while also agreeing that these undertakings include the indemnification provisions of Section 28.1 of Article III;

- (c) E-911 Emergency Dialing;
- (d) Measured Local, EAS Calling – at local usage measured rates if applicable to the end-user customer;
- (e) End-user Private Line Services;
- (f) Listings of telephone number in an appropriate “white pages” directory; and
- (g) A copy of “White Pages” and “Yellow Pages” directories for the appropriate CenturyTel service area.

7.2 Other Services Available for Resale.

CenturyTel will provide resold services at retail less a discount as defined in this Article VI. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to Socket are those Telecommunications Services described in CenturyTel’s retail tariffs, as amended from time to time. Any new retail Telecommunication Services that CenturyTel offers in such tariffs to customers who are not telecommunications carriers may also be available to Socket for resale under the same terms and conditions contained in this Agreement and required by the Act.

**8.0 REQUIREMENTS FOR SPECIFIC SERVICES**

8.1. Telephone Assistance Programs.

8.1.1 Socket is exclusively responsible for all aspects of any similar Socket offered program, including ensuring that any similar Socket offered program(s) complies with all applicable federal and State requirements, obtaining all necessary end user certifications and re-certifications, submitting written designation that any of Socket’s end user or applicants are eligible to participate in such programs, submitting Socket’s claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

8.2 [Intentionally omitted]

8.3 E911/911 Services. CenturyTel shall provide to Socket, for Socket end user customers, E911/911 call routing to the appropriate Public Safety Answering Point (“PSAP”) at parity with that provided to CenturyTel’s end user customers. CenturyTel shall use its service order process to update and maintain, on the same schedule that it uses for its retail customers, the Socket customer service information in the ALI/DMS used to support 911 services. CenturyTel shall provide Socket end user customer information to the PSAP. Socket shall update its end user’s 911 information through the LSR process.

- 8.3.1 The Parties' liability with respect to 911/E911 services shall be governed by the provisions of Article III: General Provisions of this Agreement.
- 8.4 Socket shall be responsible for collecting and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to applicable Commission rules.
- 8.5 Customer Specific Pricing Agreements. Socket may purchase CenturyTel customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyTel. The resale discount does apply to such offerings. Where Socket and CenturyTel are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by CenturyTel without unreasonable delay.
- 8.6 [Intentionally omitted]
- 8.7 Suspension of Service.
- 8.7.1 Socket may offer to resell end-user-customer-Initiated Suspension and Restoral Service to its end user customers if and to the extent offered by CenturyTel to its retail end users.
- 8.7.2 Socket may also provide CenturyTel-Initiated Suspension service for its own purposes, where available. CenturyTel shall make these services available at the retail rate less the resale discount.
- 8.7.2.1 Socket shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its end users.
- 8.7.2.2 Should Socket suspend service for one of its end user customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company-initiated suspension pursuant to the State-specific retail tariff, Socket shall be charged and shall be responsible for all appropriate monthly services charges for the end user's service from the suspension date through the disconnection date pursuant to the State-specific retail tariff subject to the Commission-approved wholesale discount.
- 8.7.3 Should Socket restore its end user, restoral charges will apply, and Socket will be billed for the appropriate service from the time of suspension.
- 8.8 [Intentionally omitted]
- 9.0 **SUPPORT FUNCTIONS FOR RESOLD SERVICES**
- 9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.

- 9.2 [Intentionally omitted]
- 9.3 [Intentionally omitted]
- 9.4 Directory Assistance (DA) and Directory Listings.
  - 9.4.1 CenturyTel will include the Socket end user customer listing in the applicable Directory Assistance database as part of the service order process. CenturyTel will honor Socket end user customers' preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form, and will ensure that the listing appears as Socket requested. CenturyTel shall permit Socket's end user customers the option of having a non-listed telephone number; this option will be provided at the same price CenturyTel charges its end user customers for the same option. The Directory Assistance service provided to Socket's end users will equal the Directory Assistance Service provided to CenturyTel's own end users.
  - 9.4.2 CenturyTel will include the Socket end user customer listing in the applicable Directory Listings database as part of the service order process. Socket's receipt of galley proofs for such customer listings and the publishing process applicable to such listings shall be governed by Article XVI of this Agreement.
- 9.5 [Intentionally omitted]
- 9.6 OS/DA calls that are routed through CenturyTel, or CenturyTel's OS/DA provider, will be provided to Socket's end users at parity to service provided to CenturyTel's own end users. Socket's end-users, when using CenturyTel dialtone, will be provided the full range of Operator Services and Directory Assistance services at retail rates less the applicable wholesale discount or at the rates set forth in the Pricing Appendix, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
- 9.7 Repair Calls. The Parties shall refer repair calls dialed by the other Party's end user customer to the appropriate provider.
- 9.8 Socket shall update its end user customer information on its service orders to CenturyTel. CenturyTel shall use such updated customer information on Socket's service orders to update and maintain that information in the Line Information Database ("LIDB"), and CenturyTel shall do so in the same manner and on the same schedule that CenturyTel follows for updating its own customers' information in the LIDB.



**10.0 PRE-ORDERING AND ORDERING**

10.1 CenturyTel will provide pre-ordering and ordering requests for resale services to Socket consistent with Article XIII.

10.2 Where no other electronic OSS interface is being utilized, Local Service Orders (LSRs) shall be electronically sent by Socket to CenturyTel via CenturyTel's website. CenturyTel will enter the LSRs daily into its ordering system during normal working hours.

10.2.1 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.

10.2.1.1 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).

10.2.2 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.

10.2.3 As soon as identified, CenturyTel will provide Socket any reject error notifications via facsimile, e-mail or other method agreed upon by the Parties.

10.2.4 CenturyTel will provide Socket with a Jeopardy Notice when CenturyTel's Committed Due Date is in jeopardy of not being met by CenturyTel on any resale service via facsimile, e-mail or other method agreed upon by the Parties. On that Jeopardy Notice, CenturyTel shall provide the revised Committed Due Date.

10.3 CenturyTel shall allow Socket to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished consistent with the terms and conditions of Article XIII.

10.3.1 [Intentionally omitted]

10.4 Maintenance.

10.4.1 Maintenance will be provided by CenturyTel in accordance with the requirements and measurements, if any, as set forth in Articles IX and XV, respectively, of this Agreement.

10.4.2 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CenturyTel may not initiate any disconnect,

suspension or termination of a Socket customer's resale services unless directed to do so by Socket by transmission of a service order or CenturyTel's receipt of proper authorization to change such customer's primary local exchange carrier to a carrier other than Socket.

- 10.5 CenturyTel will provide Socket with an electronic notice of customers who change their local carrier.
- 10.6 CenturyTel will recognize Socket as the single and sole point of contact for all Socket end user customers. Socket will provide names of authorized individuals that can remit or inquire about its LSRs.
- 10.7 CenturyTel shall refer all questions received directly from Socket end users or any other non-CenturyTel end user back to the appropriate provider for handling.
- 10.8 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall not in any way disparage or discriminate against the other Party or that other Party's products and services. The Parties shall not solicit each others' customers during such inquiries.
- 10.9 Points of Contact. 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. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 10.10 CenturyTel will provide and maintain its contact and escalation list in its CenturyTel Service Guide ("Guide"). The Guide is provided to Socket on CenturyTel's website, and any updates also will be provided on the website in the event such information changes. Information contained in the Guide will include a single contact telephone number for CenturyTel's CLEC Service Center (via an 800#) that Socket may call for all ordering and status inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays).
- 10.11 CenturyTel will provide ordering and provisioning coordination for resale services Monday through Friday, from 8 a.m. to 5:00 p.m., through its Resale Service Center. Socket may request expedited provisioning or provisioning outside of the normal work day. However, Socket agrees to pay any additional costs and/or non-recurring charges associated with expediting any resale service request as set forth in the attached Resale Appendix.
- 10.12 [Intentionally omitted]
- 10.13 CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to Socket where CenturyTel is the end-user's current local exchange company. CenturyTel will provide service detail of all AIT orders on its monthly invoicing to Socket.

10.14 *Transfers Between Socket and Another Reseller of CenturyTel Services.* When Socket has obtained an end-user customer from another reseller of CenturyTel services, Socket will inform CenturyTel of the transfer by submitting standard LSR forms to CenturyTel via electronic interface, facsimile or e-mail.

10.15 [Intentionally omitted]

10.16 The Parties will establish an event notification process for resale services consistent with any notification process used for interconnection or UNE services.

10.17 *Emergency Restoration.*

10.17.1 Each Party will notify the other Party via the event notification process of activities involving the Central Office and inter-office network as agreed to by the Parties in Article XI: Maintenance, Section 5.

10.18 [Intentionally omitted]

10.18.1 [Intentionally omitted]

10.19 [Intentionally omitted]

10.20 [Intentionally omitted]

**11.0 [INTENTIONALLY OMITTED]**

11.1 [Intentionally omitted]

**12.0 [INTENTIONALLY OMITTED]**

**13.0 MUTUAL RESPONSIBILITIES OF THE PARTIES**

13.1 CenturyTel will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.

13.2 Where technically feasible, CenturyTel's ordering center will coordinate support for all designed and/or complex resale services provided to Socket.

13.3 CenturyTel will provide the functionality of blocking calls (*e.g.*, 900, 976, international calls, and third-party or collect calls) by line or trunk on an individual switching element basis, to the extent that CenturyTel provides such blocking capabilities to its end user customers, to other CLECs and to the extent required by law.

13.4 When ordering a resale service via a service order, Socket may order separate interLATA and intraLATA service providers (*i.e.*, two PICs) on a line or trunk basis, and Socket

agrees to pay the applicable charges associated with such order. CenturyTel will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

13.5 [Intentionally omitted]

13.6 [Intentionally omitted]

13.7 CenturyTel's retail sales and marketing personnel will not have access to information regarding Socket's requests for resold services or other competitively sensitive information.

#### 14.0 PROVISIONING STANDARDS

14.1 Where available, CenturyTel will perform pre-testing and will provide all test and turn-up results in support of complex resale services ordered.

14.2 When a CenturyTel technician visits the premises of a Socket end user customer for the purpose of a service visit, CenturyTel's technician will inform the end user customer, consistent with the practice CenturyTel's technician would use if he/she were visiting a CenturyTel customer, that he or she is acting on behalf of the customer's service provider. Any materials left at the Socket end user customer's premises (e.g., a door hanger notifying the end user customer of the service visit) will be unbranded.

14.3 CenturyTel's technicians will direct Socket's end user customers to contact Socket if Socket's end user customer requests a change in service at the time of installation.

14.4 CenturyTel will provide Socket notification of any charges associated with required construction for a given service and obtain Socket's approval prior to commencing construction under an order for such service.

#### 15.0 ORDER DUE DATE

15.1 When Socket submits an LSR, Socket will specify a desired Due Date (DDD) and CenturyTel will specify a due date (DD) based on the available dates within the applicable interval.

15.2 If expedited service is requested, Socket will populate the "Expedite" and "Expedite Reason" fields on the LSR. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order, and applicable service order charges as set forth in the Resale Appendix will apply. CenturyTel will not complete the order prior to the DD or later than the DD unless authorized by Socket.

15.3 Socket will follow the escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject

ultimately to the dispute resolution provisions of this Agreement. The CenturyTel Service Guide will provide procedures for the escalation process. Updates will be available for Socket on CenturyTel's provided website and will be provided consistent with the process set forth in Article III, Section 32.2.

**16.0 MAINTENANCE REQUIREMENTS**

16.1 CenturyTel will provide repair, maintenance, and testing for all resale services in accordance with the terms and conditions of this Article and Article IX - Maintenance.

**17.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING**

17.1 CenturyTel will perform testing (including trouble shooting to isolate any problems) of resale services purchased by Socket in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

**18.0 ACCESS CHARGES**

18.1 CenturyTel retains all revenue due from other carriers for access to CenturyTel's facilities, including both switched and special access charges. CenturyTel retains all switched access revenues when providing switched access services for Socket's retail customers served via resale. When Socket resells special access, CenturyTel is not entitled to any special access revenues from Socket's customers.

APPENDIX: RESALE PRICING

The wholesale discount applicable to Local Service Resale shall be 25.40%.

The following rates apply to OS/DA:

OS/DA	
Per Call:	
Station-To-Station	\$0.38
Person-To-Person	\$0.91
Busy Verification	\$0.81
Busy Interrupt	\$0.91
Local Directory Assistance	\$0.41
Directory Connect Plus	\$0.49
Mechanized Intercept (per activation)	\$6.12

Non-Recurring Charges (NRCs) for Resale Services

NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this Appendix, will be charged from the appropriate retail tariff. The discount applies to such NRCs.

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09 <sup>1</sup>
Customer Record Search Per Account	\$0.00

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

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<sup>1</sup> Applies only to new CLECs when implementing initial Resale Account.

Application of NRCs

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that Socket orders any service.

“Customer Record Search” applies when Socket requests a summary of the services currently subscribed to by the end-user.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if Socket requests service prior to the standard due date intervals.

“Engineered Service Order Expedite” applies per Local Service Request (LSR) when an expedite is requested on orders where engineering work activity is required to complete the order, *e.g.*, digital loops. The “Non-Engineered Service Order Expedite” charge applies per all other LSRs where an expedite is requested.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 1 of 45

FINAL CONFORMING

**ARTICLE VII: UNBUNDLED NETWORK ELEMENTS (UNEs)**

**1.0 INTRODUCTION**

This Article VII: Unbundled Network Elements to the Agreement sets forth the Unbundled Network Elements that CenturyTel agrees to offer to Socket. The specific terms and conditions that apply to the Unbundled Network Elements are described below. The price for each network element is set forth in Article VIIA ("Pricing Schedule"), attached hereto. Unless the context clearly indicates that the terms "Unbundled Network Elements" (with or without initial caps) and "UNEs" mean only such elements required to be unbundled under Section 251, these terms shall be read to include those network elements that are required to be unbundled under Section 251 of the Telecommunications Act, and those required to be unbundled under state law.

1.1 CenturyTel shall provide Unbundled Network Elements under the following terms and conditions of this Article.

1.2 UNEs and Declassification.

1.2.1 Pursuant to this Article, and to the extent required by and in compliance with Applicable Law, CenturyTel will provide Socket with access to Unbundled Network Elements for the provision of a Telecommunications Service. Notwithstanding anything elsewhere in this Article, the Parties expressly agree that any changes to ILEC unbundling obligations that occur after the Effective Date of this Agreement as a result of changes to the Communications Act of 1934, as amended, or changes to the FCC's rules governing unbundling of network elements shall be subject to the "change-in-law" provisions set forth in Section 42 of Article III.

1.2.2 In this Article and Agreement, the terms "Declassified" or "Declassification" mean the situation where CenturyTel is not required, or is no longer required, to provide a network element on an unbundled basis pursuant to Section 251(c)(3) of the Act as a result of the issuance of a finding by the FCC that requesting telecommunications carriers are not impaired without access to a particular network element on an unbundled basis.

**2.0 GENERAL TERMS AND CONDITIONS**

2.1 This Article sets forth the terms and conditions pursuant to which CenturyTel agrees to provide Socket with access to Unbundled Network Elements under Section 251(c)(3) of the Act in CenturyTel's incumbent local exchange areas for the provision of Socket's Telecommunications Services. The Parties acknowledge and agree that CenturyTel is only obligated to make available UNEs and access to UNEs to Socket in CenturyTel's



ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 2 of 45

FINAL CONFORMING

incumbent local exchange areas. In addition, CenturyTel is not obligated to provision UNEs or to provide access to UNEs and is not otherwise bound by any 251(c) obligations in geographic areas other than CenturyTel's incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Article, and any associated provision set forth elsewhere in this Agreement (including but not limited to the rates set forth in this Agreement associated with Collocation, Interconnection and/or Resale), shall apply to the Parties and be available to Socket in Missouri for provisioning Telecommunications Services within a CenturyTel incumbent local exchange area(s) in the State of Missouri. Further, the Parties agree that CenturyTel is not obligated to provision UNEs or to provide access to UNEs that have been Declassified or are subject to Declassification, as set forth in Section 1.2 above, and elsewhere in this Article.

- 2.1.1 Socket may not access an Unbundled Network Element for the exclusive provision of mobile wireless services or interexchange services. Socket hereby represents and warrants that it is a telecommunications carrier certificated by the Commission to provide local exchange service, and that it will notify CenturyTel as soon as reasonably practical in writing if it ceases to be so certificated. Failure to so notify CenturyTel shall constitute a material breach of this Agreement.
- 2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), are not already in place, CenturyTel will develop and implement such processes, subject to any associated rates, terms and conditions. CenturyTel shall use existing processes already developed, if possible; if doing so is not possible, CenturyTel shall, within an agreed upon timeframe, determine what new processes are necessary. The Parties will comply with any applicable change management guidelines or bona fide request (BFR) guidelines as applicable, provided, however, that compliance with such guidelines shall not delay Socket's ability to order and obtain any UNE beyond the agreed upon timeframe.
- 2.3 CenturyTel will permit Socket to designate any point at which it wishes to connect Socket's facilities or facilities provided by a third party on behalf of Socket with CenturyTel's network for access to Unbundled Network Elements for the provision by Socket of a Telecommunications Service. If the point designated by Socket is technically feasible, CenturyTel will make the requested connection.
- 2.3.1 Except with respect to arrangements described in Section 2.20, CenturyTel shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Article, without regard to whether Socket seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 3 of 45

FINAL CONFORMING

2.4 [Intentionally omitted]

2.5 CenturyTel shall permit Socket to Commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with any wholesale service obtained from an incumbent LEC. Upon request, CenturyTel will perform all functions necessary to Commingle a UNE available under Section 251 or a combination of UNEs available under Section 251 with one or more facilities or services that Socket has obtained at wholesale from an incumbent LEC. CenturyTel shall not deny Socket access to a UNE available under Section 251 or a combination of UNEs available under Section 251 on the grounds that one or more of the elements: (1) is connected to, attached to, or combined with a facility or service obtained from an incumbent LEC; or (2) shares part of CenturyTel's network with access services.

2.6 Pursuant to this Agreement, and to the extent required by and in compliance with Applicable Law, CenturyTel will provide Socket access to UNEs such that the quality of a UNE, as well as the quality of the access to such UNE, are the same for all telecommunications carriers seeking access thereto. To the extent technically feasible, the quality of the UNE provided to Socket and the quality of the access to such UNE will be at least equal in quality to that which CenturyTel provides to itself.

2.7 At Socket's request, CenturyTel shall provide Unbundled Network Elements to Socket in a manner required by law that allows Socket to combine those Unbundled Network Elements to provide a Telecommunications Service. Subject to the provisions hereof, and at Socket's request, CenturyTel shall also provide Socket with all pre-existing combinations of Unbundled Network Elements. Pre-existing combinations of Unbundled Network Elements consist of those sequences of Unbundled Network Elements that are actually connected in CenturyTel's network and include those combinations that are actually connected but for which dial tone is not currently being provided. Subject to the provisions hereof, at Socket's request, CenturyTel also shall combine for Socket any sequence of Unbundled Network Elements that CenturyTel "ordinarily combines" for itself or its end users. CenturyTel shall be required to combine Unbundled Network Elements if the requested Unbundled Network Element combination is a type ordinarily used or functionally equivalent to that used by CenturyTel or CenturyTel's end users where CenturyTel provides local service. An Unbundled Network Element combination shall not be considered "ordinarily combined," and CenturyTel will not have an obligation to provide the combination, if (1) CenturyTel does not provide services using such a combination of Unbundled Network Elements; (2) where CenturyTel does provide services using such combination, such provisioning is extraordinary (*i.e.*, a limited combination of network elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances); or (3) the network element combination contains a network element that the Commission does not require CenturyTel to provide as an Unbundled Network Element.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 4 of 45

FINAL CONFORMING

- 2.8 Socket may combine any Unbundled Network Element with any other element, service, or functionality without restriction, except as delineated in this Agreement. There shall be no prohibition against combining Unbundled Network Elements with tariffed services. This paragraph does not limit Socket's ability to purchase services under an applicable CenturyTel resale tariff or under the Resale Appendix that is part of Article VI of this Agreement while also utilizing the UNE provisions of this Agreement to the same end use customer. Socket may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.
- 2.9 CenturyTel shall provision and/or install network elements or Unbundled Network Elements according to the standard provisioning intervals set forth in CenturyTel's Service Guide, unless other intervals are established in this Agreement.
- 2.10 To the extent required by and in compliance with Applicable Law, CenturyTel shall make all routine network modifications to unbundled loop facilities used by Socket where the requested loop facility has already been constructed.
- 2.11 In providing access to UNEs under this Agreement, and to the extent required by and in compliance with Applicable Law, CenturyTel shall provide Socket, upon Socket's request, access to all of the features, functions and capabilities of such UNEs, in a manner that allows Socket to provide any Telecommunications Service that can be offered by means of such UNEs.
- 2.12 CenturyTel will provide Socket nondiscriminatory access to the Unbundled Network Elements identified and provided for in this Article, including combinations of network elements and Unbundled Network Elements, to the extent required by Applicable Law and subject to the terms and conditions of this Article. Socket is not required to own or control any of its own local exchange facilities before it can purchase or use network elements or the Unbundled Network Elements identified in this Article to provide a Telecommunications Service under this Agreement. CenturyTel will allow Socket to order each Unbundled Network Element individually or in combination with any other network elements or any other Unbundled Network Elements in order to permit Socket to combine such Unbundled Network Elements with other Unbundled Network Elements or network elements obtained from CenturyTel or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other Unbundled Network Elements or to interconnect with CenturyTel's network. Any request by Socket for CenturyTel to provide a type of connection between network elements that is not currently being utilized in the

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 5 of 45

FINAL CONFORMING

CenturyTel network and is not otherwise provided for under this Agreement will be made in accordance with the BFR process described in Section 2.38.

- 2.13 When Socket orders Unbundled Network Elements in combination or as a Commingled Arrangement (as defined in Section 2.19 below), and identifies to CenturyTel the type of Telecommunications Service it intends to deliver to its end user customer through that combination or Commingling (*e.g.*, POTS, ISDN), CenturyTel will provide the requested elements with all the functionality, and with at least the same quality of performance that CenturyTel provides through its own network to its local exchange service customers receiving equivalent service, unless Socket requests a lesser or greater quality of performance through the BFR process. CenturyTel will provide Socket with the quality of preordering, ordering, provisioning, maintenance, billing and recording for such combined or Commingled elements that CenturyTel provides through its own network to its local exchange service customers receiving equivalent service as required by this Agreement. Network element combinations provided to Socket by CenturyTel will meet all performance criteria and measurements, if any, that CenturyTel achieves when providing equivalent end user service to its local exchange service customers (*e.g.*, POTS, ISDN).
- 2.14 For each Unbundled Network Element, to the extent appropriate, CenturyTel will provide a demarcation point (*e.g.*, an interconnection point at a Digital Signal Cross Connect or 90/10 splitter, or other appropriate demarcation point) and, if necessary, access to such demarcation point as the Parties agree is suitable. However, where CenturyTel provides contiguous Unbundled Network Elements to Socket, CenturyTel will provide the existing intermediate connections without demarcation points and provide demarcation points at the ends where the combination is handed off to Socket.
- 2.15 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. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If the basis of CenturyTel's denial of Socket's request to perform the functions necessary to combine UNEs is that such combination is not technically feasible, CenturyTel shall have the burden of demonstrating that technical infeasibility in any such dispute resolution procedure. If the basis of CenturyTel's denial of Socket's request to perform the functions necessary to combine UNEs is that such combination would undermine the ability of other carriers to obtain access to UNEs or to obtain interconnection with CenturyTel's network, CenturyTel shall have the burden of demonstrating the same in any such dispute resolution procedure.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 6 of 45

FINAL CONFORMING

2.16 "Contiguous Interconnection of Network Elements" means the situation when Socket orders from CenturyTel all of the CenturyTel UNEs required either:

- (1) to convert another LEC's pre-existing end user customer who was served by resale or solely by UNEs to Socket's customer, where Socket will serve that customer using only UNEs obtained from CenturyTel;
- (2) to convert Socket's end user customer who was served by resale to being served by UNEs obtained from CenturyTel;
- (3) to convert to a combination of UNEs-only a CenturyTel end user customer, another carrier's pre-existing end user customer served exclusively using UNEs, or Socket's or another carrier's resale end user customer; or
- (4) to convert a CenturyTel end user customer to Socket's customer, where Socket will serve that customer using only UNEs obtained from CenturyTel.

2.17 [Intentionally omitted]

2.18 Conversion of Wholesale Services to UNEs.

2.18.1 Where processes, including ordering and provisioning processes, for the conversion requested pursuant to this Agreement are not already in place, CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible. If doing so is not possible, CenturyTel shall, within 30 days from approval of this Agreement, determine what new processes are necessary and shall develop and implement ordering processes as soon as reasonably possible, but no later than 60 days from the Effective Date of this Agreement. CenturyTel shall make all reasonable efforts to ensure any new process comports with applicable industry ordering guidelines. The Parties will comply with any applicable change management guidelines; provided, however, that compliance with such Change Management guidelines shall not delay Socket's conversion request beyond the timeframe set forth above.

2.18.2 [Intentionally omitted]

2.18.3 Except as agreed to by the Parties, CenturyTel shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a UNE or combination of UNEs available under Section 251. Nothing in this Section 2.18.3 prohibits CenturyTel from imposing early termination charges otherwise applicable under the state or federal special

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 7 of 45

FINAL CONFORMING

access tariff to Socket's termination of existing long-term contract(s) under which Socket is obtaining a discount.

- 2.18.4 For UNE conversion orders for which CenturyTel has either (a) not developed an electronic process or (b) developed an electronic process that falls out for manual handling, CenturyTel will charge Socket the "UNE conversion charge" set forth in Article VIIA of the Agreement.
- 2.18.5 The Parties agree that converting between wholesale services, such as special access services, and UNEs or UNE combinations should be a seamless process that would not create any avoidable disruption to Socket's customer's service or degradation in service quality. Since such conversions will only constitute a record and billing change and in no way impact the physical circuits involved, the interval for completing conversions shall be mutually negotiated between the Parties. In no event will the conversion interval exceed the standard interval applicable to the UNE(s) or UNE combination to which the wholesale service is being converted. Pricing changes begin the next billing cycle following the conversion request.
- 2.18.6 CenturyTel shall convert wholesale services to a UNE or UNE combination if Socket would be entitled to obtain that UNE or UNE combination if it ordered it directly and not as a conversion.
- 2.18.6.1 This Section 2.18.6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from a CenturyTel service.
- 2.18.7 In requesting a conversion of a CenturyTel service, Socket must submit its orders in accordance with the agreed guidelines and ordering requirements provided by CenturyTel that are applicable to converting the particular CenturyTel service sought to be converted. CenturyTel shall begin billing Socket at the pricing applicable to the converted service arrangement (*e.g.*, UNE Section 251 pricing if applicable) as of the beginning of the next billing cycle following the completion of activities necessary for performing the conversion, including, but not limited to, Socket's submission of a complete and accurate LSR/ASR requesting the conversion.
- 2.18.8 Nothing in this Article or Agreement is intended to permit or permits Socket to supersede or dissolve any contract with CenturyTel related to services that might be affected by Section 2.18, including but not limited to, contracts under which Socket obtains discounted special access services. Socket may terminate or modify its rights and obligations under any such contract, in whole or in part, only in accordance with its terms, including complying with any early termination penalties or charges that apply.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 8 of 45

FINAL CONFORMING

2.19 Commingling.

2.19.1 "Commingling" means the connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that Socket has obtained at wholesale from CenturyTel, or the combining of a UNE, or a combination of UNEs, with one or more such wholesale facilities or services. "Commingle" means the act of commingling.

2.19.1.1 "Commingled Arrangement" means the arrangement created by Commingling.

2.19.1.2 Where processes, including ordering and provisioning processes, for any Commingling or Commingled Arrangement available under this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, CenturyTel will develop and implement processes, subject to any associated rates, terms and conditions. CenturyTel shall use existing ordering and provisioning processes already developed for other UNEs, if possible; if doing so is not possible, CenturyTel shall, within 30 days of the Effective Date of this Agreement, determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided, however, that compliance with such guidelines shall not delay CenturyTel's implementation of Commingling beyond 90 days following approval of this Agreement by the Commission.

2.19.2 Except as prohibited or restricted in Section 2 and, further, subject to the other provisions of this Agreement, CenturyTel shall permit Socket to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from CenturyTel to the extent required by the FCC or Commission's rules and orders.

2.19.3 Upon request, and subject to Section 2, CenturyTel shall perform the functions necessary to Commingle a UNE or a combination of UNEs with one or more facilities or services that Socket has obtained at wholesale from CenturyTel (as well as requests where Socket also wants CenturyTel to complete the actual Commingling), except that CenturyTel shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including where network reliability and security would be impaired; or (ii) CenturyTel's ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other telecommunications carriers to obtain access to UNEs or to interconnect with CenturyTel's network. Socket may connect, combine, or otherwise attach UNEs and combinations of UNEs to wholesale services, and CenturyTel shall not deny access to UNEs and combinations of UNEs on the grounds that such facilities or services are somehow connected, combined or otherwise attached to wholesale services.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 9 of 45

FINAL CONFORMING

2.19.4 The Parties agree that the Commingled Arrangements identified in Section 2.19.5 of this Article shall be available to Socket upon request as of the Effective Date of this Agreement. All other requests shall be made by Socket in accordance with the BFR process set forth in this Article.

2.19.5 CenturyTel shall provide the following Commingled Arrangements. Items may be added to this list by CenturyTel or through the BFR process. Items may be deleted from this list by mutual agreement of the Parties.

- UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
- UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility
- UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux
- UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility
- UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (*e.g.*, SONET Service)
- UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination
- UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination
- UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (*e.g.*, SONET Service)
- Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux
- Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport 10
- Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux

2.19.5.1 [Intentionally omitted]

2.19.5.2 Any Socket request for a Commingled Arrangement not found on the list of orderable Commingled Arrangements must be submitted via the BFR process. In any such BFR, when ordering Commingling or a Commingled Arrangement, Socket must designate, among other things: the UNE(s), combination of UNEs, and the facilities or services that Socket has obtained at wholesale from CenturyTel or another ILEC sought to be Commingled and the needed location(s); the order in which such UNEs, such combinations of UNEs, and such facilities and services are to be Commingled; and how each connection (*e.g.*, cross-connected) is to be made between them. CenturyTel shall take all reasonable steps to implement Socket's request for Commingling or



ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 10 of 45

FINAL CONFORMING

Commingled Arrangement in a manner that minimizes disruption to Socket's customer's service.

- 2.19.5.3 CenturyTel shall charge Socket the non-recurring and recurring rates applicable to the UNE(s), facilities or services that Socket has obtained at wholesale from CenturyTel. If any Commingling requested by Socket requires physical work to be performed by CenturyTel, and if an existing charge applies to that work, CenturyTel shall so inform Socket and, in such instance, CenturyTel shall charge Socket. A fee shall be calculated using the Time and Material charges as reflected in Article VIIA. CenturyTel's preliminary analysis to a BFR shall include an estimate of such fee for the specified Commingling. With respect to a BFR in which Socket requests CenturyTel to perform work not required by this Section 2.19.5, Socket shall be charged a market-based rate for any such work.
- 2.19.6 Nothing in this Agreement shall affect any "ratcheting" or "ratchet rate" available as set forth in any CenturyTel tariff, including without limitation CTEL Tariff F.C.C. No. 3 or 4 (with "ratcheting" and "ratcheted rate" in this sentence having the meaning(s) as those or similar terms have within the relevant tariff and not in this Agreement). There shall be no blending of the rates of any UNE component(s) of the Commingled Arrangement with any special access component(s), *i.e.*, no ratcheting of the Commingled Arrangement.
- 2.19.7 Nothing in this Agreement shall impose any obligation on CenturyTel to allow or otherwise permit Commingling, a Commingled Arrangement, or to perform the functions necessary to Commingle, or to allow or otherwise permit Socket to Commingle or to make a Commingled Arrangement, beyond those obligations imposed by the Act, including the rules and orders of the FCC, or by the Commission or court decision, imposed by statute, or by FCC or Commission rule.
- 2.19.8 Where a Commingled Arrangement to be provided to Socket involves a Section 251 UNE combination as well as Commingling, the eligibility criteria applicable, if any exist, to both Commingling and combinations must be fulfilled.
- 2.19.9 Subject to this Section 2.19, CenturyTel shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:
- 2.19.9.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from CenturyTel; or
- 2.19.9.2 Shares part of CenturyTel's network with access or wholesale services.
- 2.20 EELs Eligibility Requirements for Access to Certain UNEs.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 11 of 45

FINAL CONFORMING

- 2.20.1 Notwithstanding anything in this Agreement to the contrary, CenturyTel agrees to make available to Socket Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements combinations on the terms and conditions set forth below. CenturyTel shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with CenturyTel's network. CenturyTel shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations other than those set out in Applicable Law and in this Article VII.
- 2.20.2 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the following "Eligibility Requirements" set out in this Section 2.20.2 and its subsections below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity Included Arrangements"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the requirements of Section 2.20.3 below (*e.g.*, the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by Socket at such a Socket collocation arrangement via a cross-connect):
- 2.20.2.1 an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 or higher transport facility or service, or to an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service; or
- 2.20.2.2 an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.
- 2.20.2.3 CenturyTel shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.2.1 and 2.20.2.2) unless Socket satisfies all of the following conditions set forth in Section 2.20.2.3.1 through 2.20.2.3.4 ("Eligibility Requirements") for each High-Capacity Included Arrangement requested.
- 2.20.2.3.1 Socket (directly and not via an Affiliate) has received state certification from the Commission to provide local voice service in the area being served.

ARTICLE VII: UNBUNDLED NETWORK ELEMENTS

CenturyTel/Socket

Page 12 of 45

FINAL CONFORMING

2.20.2.3.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

2.20.2.3.2.1 Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

2.20.2.3.2.1.1 Each DS1 equivalent circuit of a DS3 EEL or on any other High-Capacity Included Arrangement must have its own local telephone number assignment, so that each fully-utilized DS3 must have at least 28 local voice telephone numbers assigned to it;

2.20.2.3.2.1.2 Each circuit to be provided to each end user will have 911 or E911 capability prior to the provision of service over that circuit;

2.20.2.3.2.1.3 Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Article;

2.20.2.3.2.1.4 Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Article;

2.20.2.3.2.1.5 For each 24 DS1 EELs or other facilities having equivalent capacity, Socket will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.20.4 of this Article; and

2.20.2.3.2.1.6 Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.

2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Article if it is:

2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at CenturyTel's premises within the same LATA as the end user's premises, when CenturyTel is not the collocator; or

2.20.3.2 Located at a third party's premises within the same LATA as the Socket end user's premises, when CenturyTel is the collocator.

2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.3.2.1.4 and 2.20.3.3.2.1.5 of this Article if Socket will transmit the calling party's local telephone number in connection with calls exchanged over the trunk, and the trunk is located in the

same LATA as the customer premises served by the High-Capacity Included Arrangement.

- 2.20.5 For a new circuit to which Section 2.20.2 applies, Socket may initiate the ordering process if Socket certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 2.20.2.3.2.1 and Section 2.20.2.3.2.1.2, respectively. In such case, Socket shall satisfy Section 2.20.2.3.2.1 and/or Section 2.20.2.3.2.1.2 if it assigns the required local telephone number(s) and implements 911/E911 capability within 30 days after CenturyTel provisions such new circuit. Socket must provide CenturyTel with sufficient proof that such assignment and/or implementation has occurred by the end of such 30<sup>th</sup> day.
- 2.20.5.1 Existing circuits, including conversions or migrations, are governed by Section 2.20.2. Section 2.20.5 does not apply to existing circuits to which Section 2.20.2.3.2.1.1 applies, including conversions or migrations (, Socket shall not be excused from meeting the Section 2.20.2.3.2.1 and Section 2.20.2.3.2.1.2 requirements for existing circuits at the time it initiates the ordering process).
- 2.20.6 Before accessing (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a Commingled EEL as a UNE, Socket must certify to all of the requirements set out in Section 2.20.2. Socket may provide this certification by sending a confirming letter to CenturyTel or by completing a form provided by CenturyTel either on a single circuit or a blanket basis at Socket's option. A disconnect notice for any single circuit shall be sufficient to constitute notification to CenturyTel that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, Socket may provide written notification to CenturyTel from time to time, or will provide in response to CenturyTel's request, made no more often than once each calendar year, certifying that its circuits satisfy all of the requirements of Section 2.20.2. Socket must provide the certification required by this Section 2.20.6 on a form provided by CenturyTel, on a circuit-by-circuit/service-by-service/High-Capacity Included Arrangement-by-High-Capacity Included Arrangement basis. In lieu of a form provided by CenturyTel, Socket may use a form of its own until CenturyTel develops a form.
- 2.20.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), Socket shall update such certification promptly within 2 Business Days with CenturyTel.
- 2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, CenturyTel may obtain and pay for an independent auditor to audit, on an annual basis, to determine Socket's compliance in the State with the conditions set out in this