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

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results

		repair constituted an "Usual Repair" shall be presented to the Staff of the Missouri Public Service Commission for resolution. The parties agree to abide by any decision of the Staff of the Missouri Public Service Commission.
		
		Exclusions. The following are excluded:
		    (a) Subsequent Reports;
		    (b) Trouble beyond CenturyTel's control (*e.g.*, trouble caused by customer premises equipment ("CPE"), trouble closed due to customer action, inside wire troubles, IXC/CAP, etc., or equipment or facilities that are not in CenturyTel's network).		

4	**Repeat Trouble Reports**	This PM measures the number of Repeat Trouble Reports on resold services, UNEs, and combinations of UNEs. Percentage of Repeat Trouble Reports defined as Total Number of Socket Customer network trouble reports which had previous network trouble report within last 30 days as compared to CenturyTel's own Total Number of CenturyTel Customer network trouble reports which had previous network trouble report within last 30 days.	If the Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each Report Trouble Report made by a Socket customer.	Socket shall calculate the performance under this measure based upon CTEL provided data regarding CTEL's own performance or shall use the default if CTEL does not provide data regarding CTEL's own performance.

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		Benchmark Percentage of Repeat Trouble Reports for Socket customers is not greater than 2.5 percentage points more than the Percentage of Repeat Trouble Reports for CenturyTel customers. If CenturyTel is unable to provide its measure of Report Trouble Reports, CenturyTel Percentage of Report Trouble Reports shall be presumed to be 6%.		

Interconnection

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
1	Interconnection Trunk Orders completed on Time	Trunk Orders Submitted via ASR that are completed on or before commitment date. 1. For purposes of this measurement, the following definitions apply: (a) "Commitment Due Date" is the date by which an ASR for Interconnection Trunks or Feature Group D switched access services is due according to the FOC for such order. (b) "Unmet Commitment Due Date—Interconnection" is a Commitment Due Date for a Socket order for Interconnection Trunks that CenturyTel fails to meet. (c) "Unmet Commitment Due Date—Access" is a Commitment Due Date for an	When the Benchmark is not met in a month, the following provisions shall apply - In the event that Socket is leasing Interconnection Facilities from CenturyTel, CenturyTel shall waive all non-recurring charges and one months recurring charges for each circuit that was not installed on or before the Due Date In the event that Socket is using other methods to establish interconnection,	Socket shall calculate Performance Results. CenturyTel shall provide Socket with its statewide percentage of switched access orders submitted by all companies in the state of the Missouri that re completed by CenturyTel on or before the Commitment Date. In the event CTEL fails to submit this data by the 15th of each month (or other time period as mutually agreed to by the parties), the benchmark shall be presumed to be 5%.

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		order for CenturyTel switched access or interconnection trunking facilities that CenturyTel fails to meet. (d) "Percent Unmet Commitment Due Date—Interconnection" is the percentage of Socket orders for Interconnection Trunks for which CenturyTel fails to meet the Commitment Due Date. (e) "Percent Unmet Commitment Due Date—Access" is the percentage of all orders for switched access or interconnection trunking facilities for which CenturyTel fails to meet the Commitment Due Date. (f) The "Interconnection Benchmark Threshold" is reached when Percent Unmet Commitment Due Date—Access minus Percent Unmet Commitment Due Date—Interconnection is greater than 10%. (g) "Excess Unmet Commitment Due Date--Interconnection" means, for any measured month in which the Benchmark is not achieved, each event of the failure of CenturyTel to meet a Commitment Due Date for a Socket order for Interconnection Trunks that occurs in excess of the number	CenturyTel shall pay Socket the Standard Payment for each DS1 Equivalent not installed on or before the Due Date.	

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		necessary to cause the Benchmark not to be achieved. Benchmark Percentage of Interconnection Orders Submitted via ASR by Socket (or agent of Socket) that are completed on or before Commitment Due Date is not more than 10% below the percent of switched access orders by all ordering companies completed by CenturyTel on before the Commitment Due Date.		
Additional Measures				
	911 Listings	- Inclusion of Socket's Customers and phone numbers in the 911 Database Benchmark 100% of listing submitted by Socket for inclusion in the 911 database match the information that was submitted by Socket	For each listing that is not accurately included where the error would affect the customer's ability to receive emergency services, CenturyTel shall pay Socket the Standard Payment. For each listing that is not accurately reflected in the 911 database where the error would not affect the customer's ability to receive emergency services, CenturyTel shall correct the error when notified by	Socket Socket will periodically request a complete listing of all Socket customers that are included in the 911 database. Socket will compare this list to submitted listings and notify CenturyTel of any corrections.

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
			Socket but no payment shall apply.	
	Directory Listings – White Pages	When Socket requests that a customer's listing information be included in the Directory published by CentuyTel or third-party selected by CenturyTel, CenturyTel shall accurately include that information in the appropriate directory Benchmark 100% of the listings submitted by Socket to CenturyTel are accurately included in the appropriate directory.	For each Directory Published where CenturyTel does not meet the benchmark, CenturyTel shall pay Socket the Standard Payment for each inaccurate or missing listing.	Socket

APPENDIX – PROVISIONING INTERVALS

UNE PROVISIONING INTERVALS

PRODUCT	QUANTITY[1]	INTERVAL (BUSINESS DAYS/HOURS)[2]
Loops[3]		
8.0 dB 2 Wire Loop	1 – 5 6+	4 Business Days Negotiate
5.0 dB 2 Wire Loop	1 – 5 6+	4 Business Days Negotiate
2 Wire Digital Loop	1 – 5 6+	4 Business Days Negotiate
4 Wire Analog Loop	1 – 5 6+	4 Business Days Negotiate
4 Wire Digital Loop	1 – 5 6+	4 Business Days Negotiate
DS1 Loop	1 – 5 6+	15 Business Days Negotiate
DS3 Loop	ALL	Negotiate; where facilities are currently available, 15 Business Days
Dedicated Transport		
DS1 Dedicated Transport	1 – 5 6+	15 Business Days Negotiate
DS3 Dedicated Transport	ALL	Negotiate; where facilities are currently available, 15 Business Days
EEL and Commingled Combinations[4]		
All	Negotiate	

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[1] "Quantity" refers to orders for services or facilities to a single customer premises.

[2] Provisioning Intervals begin at and are measured from the Start Date/Time, as set forth in Section 3.3.   For purposes of this Article, the date and time CenturyTel "receives" the order or request shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.

[3] Loop Category includes both Loops with number porting or without number porting.

[4] EEL Category includes both EELs with number porting or without number porting

Miscellaneous		
Stand Alone Number Portability	1 – 5 6+	4 Business Days Negotiate

Resold Retail Product Provisioning Intervals.

PRODUCT	QUANTITY	INTERVAL (BUSINESS DAYS/HOURS)
Plain Old Telephone Service (POTS) includes installation, moves, add/delete Features &PIC Changes.	1-20	4 Business Days
Plain Old Telephone Service (POTS) includes installation, moves, add/delete Features &PIC Changes.	21+	Negotiate
Key System/PBX Trunks	1-5	4 Business Days; where additional or new facility or design is required, 15 Business Days
Key System/PBX Trunks	6+	Negotiate
Centrex	1-5	15 Business Days
Centrex	6+	Negotiate
DID	1-5	4 Business Days; where additional or new facility or design is required, 15 Business Days
DID	6+	Negotiate

RESOLD SPECIAL ACCESS PROVISIONING INTERVALS		
PRODUCT	**QUANTITY**	**INTERVAL (DAYS)**
DDS	1 – 5 6+	15 Business Days Negotiate
DS1	1 – 5 6+	15 Business Days Negotiate
DS3	ALL	Negotiate
VGPL	1 – 5 6+	15 Business Days Negotiate
BRI or PRI	1 – 5 6+	15 Business Days Negotiate
OCn	ALL	Negotiate

CUSTOMER SERVICE RECORD RETURNS		
PRODUCT	**QUANTITY**	**INTERVAL (BUSINESS DAYS/HOURS)**
CSR Returns	Original Supplemental	6 Business Hours from Receipt 6 Business Hours from Receipt

ARTICLE XVI: WHITE PAGES - DIRECTORY LISTINGS

This Article sets forth CenturyTel and Socket's agreement to the following terms and conditions for the printing and distribution of White Pages directories.

1.0 INTRODUCTION

1.1 CenturyTel, either directly or through a third party, provides and distributes alphabetical directories (White Pages) in its certificated local exchange operating areas.

1.2 Socket also desires distribution to Socket's customers of the White Pages directories that include listings of Socket's customers.

1.3 CenturyTel will make available to Socket, for Socket customers, non-discriminatory access to White Pages directory listings and/or classified listings as described in Section 2 of this Article.

2.0 SERVICE PROVIDED

2.1 When Socket provides its subscriber listing information to CenturyTel's listings database, Socket will receive for its retail end users one primary listing in CenturyTel's White Pages at no charge other than any applicable non-recurring charge associated with the Directory Service Request (DSR) process and, for each business customer of Socket, a listing within the classified listings at no charge other than any applicable non-recurring charge associated with the DSR process.

2.1.1 Where a Socket retail end user requires foreign or other listings in addition to the primary listing to appear in the White Pages directory, CenturyTel will assess Socket a monthly charge for such listings at CenturyTel's tariffed rates. An additional monthly charge at CenturyTel's tariff rates shall apply when Socket does not wish to list a retail end user in CenturyTel's White Pages directory.

2.2 Socket will furnish to CenturyTel subscriber listing information pertaining to Socket end users located within the local directory scope, along with such additional information as CenturyTel may require to prepare and print the alphabetical listings of said directory.

2.3 Socket will provide its subscriber listing information to CenturyTel via a manual feed of the directory listing information to CenturyTel's Directory Listings database in accordance with CenturyTel's instructions. The method in which Socket provides listing information for resold service listings shall be as defined in Article VI: Resale, Section 9.4.2. CenturyTel will accept all other listing information from Socket according to the manual listing methods, procedures, and ordering instructions identified by CenturyTel

via the DSR process per OBF standard to CenturyTel or its publisher as directed by CenturyTel. Alternatively, Socket may provide its listing information on an annual basis via a one-time feed in accordance with CenturyTel's instructions.

2.3.1 The Parties agree that submitting listing information via a mechanized process is the preferable method. At such time as CenturyTel implements a mechanized solution for submission of listings information, which shall be in a manner and at such time as CenturyTel determines in its sole discretion, CenturyTel and Socket shall cooperate with one another to transition the manual process to the mechanized solution.

2.3.2 Socket's subscriber listings will be interfiled (interspersed) in the White Pages directory among CenturyTel's subscriber listing information.

2.3.3 Where Socket elects to use the DSR process described in Section 2.3 above, Socket will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory listing of a retail end user. CenturyTel shall process Socket orders for updates to subscriber listing information prior to the business office close date of the relevant directory in accordance with the rates set forth in Exhibit I, attached to this Article. Socket must submit all listing information intended for publication by the directory close date.

2.4 Upon implementation of a mechanized process, as contemplated by Sec 2.3.1, the Parties shall cooperate to develop an electronic directory listing process.

2.4.1 Where Socket elects to use the DSR process described in Section 2.3 above, CenturyTel shall provide Socket with a complete list of all of Socket's subscriber directory listing information (1) on an initial basis no later than 15 days following the Effective Date of this Agreement, (2) one month following the initial report, and (3) thereafter on a quarterly basis. In addition, CenturyTel shall provide Socket with a final report or "galley" prior to the publication of each White Pages directory.

2.4.2 Socket will review the information contained in the quarterly reports and in the galley and notify CenturyTel in writing of any errors or omissions within five (5) Business Days. CenturyTel shall correct any errors or omissions within three (3) Business Days of being notified by Socket. Where corrections are the result of errors on the part of CenturyTel, such corrections shall be handled at no additional charge to Socket.

2.5   CenturyTel shall provide Socket with publication schedules, including the directory close dates for the White Pages associated with areas where Socket is providing local service. This information shall be provided to Socket within 10 days of the Effective Date of this Agreement. CenturyTel will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to CenturyTel of the schedule or update, but not later than thirty (30) calendar days prior to such changes becoming effective.

2.6   Each Socket subscriber will receive one copy per primary retail end user listing, as provided by Socket, of CenturyTel's White Pages directory in the same manner and at the same time that they are delivered to CenturyTel subscribers during the annual delivery of newly published directories.

2.7   CenturyTel will deliver one copy per primary retail end user listing of CenturyTel's White Pages, as described in Section 2.6 above, at no charge. CenturyTel has no obligation to warehouse White Pages directories for Socket or provide White Pages directories to Socket's retail end users subsequent to the annual distribution of newly published directories. Socket may arrange for additional directory distribution services with CenturyTel or its directory publishing Affiliate pursuant to terms and conditions agreed to by CenturyTel and Socket.

2.8   CenturyTel will include, at no charge, Socket Telecom critical contact information alphabetically (by local exchange carrier) in the information pages of its White Pages directories (if information pages are available in a given directory) for communities where Socket Telecom furnishes local service, in accordance with relevant standards for inclusion in a given directory. For this purpose, Socket Telecom must (1) supply in a timely manner critical contact information needed by CenturyTel to produce information pages, and (2) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes Socket's name and logo, telephone numbers for telephone services, billing, and repair services.

3.0   USE OF SUBSCRIBER LISTING INFORMATION

3.1   Where Socket elects to use the DSR process described in Section 2.3 above, CenturyTel agrees to serve as the single point of contact for all independent and third-party directory publishers who seek to include Socket's subscriber listing information in an area directory, and to handle Socket's subscriber listing information in the same manner as CenturyTel's subscriber listing information. In exchange for CenturyTel serving as the single point of contact and handling all subscriber listing information equally, Socket authorizes CenturyTel to include and use Socket subscriber listing information provided to CenturyTel pursuant to this Article in CenturyTel's White Pages and classified directories, and to provide Socket subscriber listing information to directory publishers.

Included in this authorization is the release of Socket listings to requesting competing carriers and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is CenturyTel's use of Socket's subscriber listing information in CenturyTel's directory publishing products and services. Socket's subscriber listing information will remain the property of Socket. Except as stated herein, CenturyTel will not sublicense, assign, sell or transfer Socket's subscriber listing information provided hereunder, nor will CenturyTel authorize any other company or any person to use Socket's subscriber listing information for any other purpose. CenturyTel will take the same measures to guard against unauthorized use of Socket's listings as CenturyTel takes to protect its own listings from unauthorized use, whether by CenturyTel, its agents, employees or others.

3.2 CenturyTel further agrees not to charge Socket for serving as the single point of contact with independent and third-party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of Socket's subscriber list information to directory publishers, Socket agrees that it will receive no compensation from CenturyTel for CenturyTel's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such Socket subscriber list information shall be intermingled with CenturyTel's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by CenturyTel. CenturyTel shall receive as its compensation such listing fees from independent and third-party publishers as CenturyTel receives for the licensing of such listings.

4.0 LIABILITY

4.1 Indemnification and limitation of liability provisions covering the matters addressed in this Article are contained in Article III of the Agreement.

5.0 RATES

Rates associated with this Article are as set forth in Exhibit I pertaining to directory services, which is attached to this Article.

EXHIBIT 1 - WHITE PAGES – DIRECTORY LISTINGS
PRICING

This Exhibit is attached to and made a part of Article XVI: White Pages – Directory Listings

Fee Schedule:

Item	Description	Fee
Preliminary Pages	Listing of Socket and contact numbers	No Charge
Directory Listings	Primary Listings as Specified in 2.1	No Charge
	Tariff Items (*e.g.*, additional listings, foreign listings)	Tariff Rate
	Order Fulfillment	No Charge
White Pages Galleys	First galley	No Charge
	Each Additional Galley	$150.00 ea. [1]
	Listing changes on final galley	$1.50 each [2]
Copies of Directories	Copies for Subscribers	No Charge
Directory Service Request (stand alone)	Request to update or establish a directory listing	$3.95 per DSR
	Quarterly Verification Report	No Charge
	Ad Hoc Listing Requests	$150.00 ea.

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[1] Socket will not be charged for the additional galley if the errors or omissions were caused by CenturyTel.

[2] Socket will not be charged for listing changes on the final galley if the errors or omissions were caused by CenturyTel.

ARTICLE XVII: COLLOCATION

1.0   COLLOCATION

1.1   CenturyTel will provide Collocation to Socket for purposes of interconnection or access to UNEs on a nondiscriminatory basis pursuant to the terms and conditions of CenturyTel's Local Network Access Tariff and Applicable Law.

1.2   To the extent Socket requests a Collocation arrangement that is not provided for in CenturyTel's applicable tariff, and CenturyTel is required to offer such Collocation arrangement to Socket pursuant to Applicable Law, Socket may submit a bona fide request (BFR) to CenturyTel for such Collocation arrangement. The Parties mutually agree to negotiate in good faith the rates, terms and conditions applicable to such Collocation arrangement.

1.3   Either Party may request mediation facilitated by the Commission staff if the Parties do not agree that a Collocation arrangement under Section 1.2 above is technically feasible, that such Collocation arrangement is otherwise required to be provided by CenturyTel pursuant to Applicable Law, or on the rates, terms and conditions for such Collocation arrangement. Thirty calendar days before mediation may be requested, the objecting Party shall send written notice of its objection and the basis of its objection to the other Party. The Parties shall endeavor to resolve any disagreements in this 30 day period and any interim rates, if applicable, shall be subject to true-up.

1.4   Absent resolution of matters as described in Sections 1.2 and 1.3, either Party may pursue reaching permanent rates, terms, and conditions through the dispute resolution procedures set forth in the Article III.

1.5   Disagreement as to the rates, terms and conditions for such Collocation arrangements under Section 1.2 will not delay the ordering and provisioning of such Collocation arrangement in an eligible structure that has the necessary space, power, technical capabilities and network security to accommodate the request.

ARTICLE XVIII: xDSL

1.0 INTRODUCTION

1.1 CenturyTel agrees to provide Socket with access to UNEs in accordance with the terms and conditions set forth in this Article and Article VII, and Applicable Law, and the general terms and conditions applicable to UNEs under this Agreement and at the rates set forth in Article VII A of this Agreement and this Article, for Socket to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers.

2.0 DEFINITIONS

2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using any xDSL technologies.

2.1.1 For purposes of this Article, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a Central Office and the loop demarcation point at an end user customer premises, that may be conditioned at Socket's request, in order for Socket to provide xDSL-based services over such loop.

2.1.2 For purposes of this Article and as provided for in 47 C.F.R. § 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in CenturyTel's outside plant and the demarcation point at an end-user customer premise, that may be conditioned at Socket's request in order for Socket to provide xDSL-based services over such subloop. A point of technically feasible access is any point in CenturyTel's outside plant where a technician can access the copper wire within a cable without removing a splice case as more fully defined in Article VII, Section 6. The subloop and collocation provisions set forth elsewhere in this Agreement will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Article as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement shall control.

2.2 The term "conditioning" as used herein shall refer to the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including Digital Subscriber Line service. Such devices include, but are not limited to, bridged taps, load coils, low pass filters, repeaters and range extenders. Upon request by Socket,

CenturyTel shall provide line conditioning at the conditioning rates set forth in Article VII A of this Agreement ("Pricing Schedule"), and subject to the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.

2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

2.4 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.

2.5 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less.

2.6 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.

2.7 [Intentionally omitted]

2.8 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of subloops, from the demarcation point to Socket's subloop access arrangement or engineering controlled splice (as described in Article VII: UNEs).

2.9 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF, or, in the case of subloops, from the demarcation point to Socket's subloop access arrangement or engineering controlled splice (as described in Article VII: UNEs), by providing a short across the circuit on the tip and ring and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test." Such Continuity Tests shall not interfere with or significantly degrade other advanced services or traditional voiceband services. If such interference or degradation occurs during a Continuity Test, the Parties shall immediately discontinue such test.

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2.10   "Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between CenturyTel's technician, its Local Operations Center ("LOC") or functionally equivalent service center, and Socket's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below.

2.11   "Actual Loop Length" for purposes of this Article refers to the total physical length of a copper loop from the point where the loop leaves the CenturyTel serving office to the terminal location serving an end user. Any additional length attributable to Central Office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an end user customer's location is not included in the calculation of Actual Loop Length.

3.0   GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS

3.1   CenturyTel is not in any way permitted to limit xDSL Loops or xDSL Subloops to the provision of ADSL.

3.2   CenturyTel will not impose limitations on the transmission speeds of xDSL services. CenturyTel will not restrict Socket's services or technologies to a level at or below those provided by CenturyTel.

3.3   CenturyTel will provide an xDSL Loop or xDSL Subloop capable of supporting a technology presumed acceptable for deployment as defined in this Article.

3.4   CenturyTel shall not deny Socket's request to deploy any loop technology that is presumed acceptable for deployment unless it demonstrates to the Commission that Socket's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services, in accordance with FCC rules.

3.4.1   If Socket wishes to establish that deployment of a technology falls within the presumption of acceptability under Section 2.6, the burden is on Socket to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

3.5   In the event Socket wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, Socket will provide documentation describing that action to CenturyTel and the Commission before or at the time of its request to deploy that technology in Missouri. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.

3.6   Unresolved disputes arising under this Article will be handled under the dispute resolution procedures set forth in Article III of this Agreement, unless a different dispute resolution process is specifically set forth in this Article.

3.7   [Intentionally omitted]

3.7.1   [Intentionally omitted]

3.7.2   For any technology, Socket's use of any CenturyTel network element, or of its own equipment or facilities in conjunction with any CenturyTel network element, will not materially interfere with or impair service over any facilities of CenturyTel, its affiliated companies or connecting and concurring carriers involved in CenturyTel services, cause damage to CenturyTel's plant, impair the privacy of any communications carried over CenturyTel's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, CenturyTel may discontinue or refuse service if Socket violates this provision, provided that such termination of service will be limited to Socket's use of the element(s) causing the violation. CenturyTel will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, Socket demonstrates to CenturyTel's satisfaction that its use of the network element is not the cause of the network harm. If CenturyTel does not believe Socket has made the sufficient showing that it is not the cause of the harm, or if Socket contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the dispute resolution procedures set forth in Article III of this Agreement. Any claims of network harm by CenturyTel must be supported with specific and verifiable supporting information.

3.8   [Intentionally omitted]

3.8.1   [Intentionally omitted]

3.8.2   [Intentionally omitted]

3.8.3   [Intentionally omitted]

3.8.4   [Intentionally omitted]

3.9   [Intentionally omitted]

4.0   CAPABLE LOOP AND SUBLOOP OFFERINGS

4.1   xDSL-Capable Loops and Subloops.

4.1.1 2-Wire xDSL Loop: A 2-Wire xDSL Loop, for purposes of this Article, is a copper loop that supports the transmission of Digital Subscriber Line ("DSL") technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by CenturyTel at Socket's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop.

4.1.2 IDSL Loop: An IDSL Loop, for purposes of this Article, is a 2-Wire IDSL digital loop transmission facility, which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop are set forth in Article VII: UNE to this Agreement.) This loop also includes additional Acceptance Testing to insure that IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and, therefore, this offering may not be available in all areas. If Socket desires to deploy IDSL in a particular CenturyTel exchange, Socket must identify the specific exchange in which it desires to deploy, and CenturyTel then will promptly advise Socket which CenturyTel Central Offices in that exchange are ISDL-capable. Socket shall only order IDSL Loops in those central offices which CenturyTel has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop.

4.1.3 4-Wire xDSL Loop: A 4-Wire xDSL Loop, for purposes of this Article, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional and will be performed by CenturyTel at Socket's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.

4.1.4 4-Wire Digital Loop: *See* Article VII: UNE, Section 4.4.4.

4.1.5 xDSL Subloop: An xDSL Subloop, for purposes of this Article, is as defined above in Section 2.1.2. The 2-Wire or 4-Wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that loop type. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing

subloop is optional, subject to conditioning charges and will be performed by CenturyTel. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops.

4.2   CenturyTel shall be under no obligation to provision loops or subloops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, Socket will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of Socket as provided in Section 6 below.

4.3   When Socket orders an xDSL Loop or xDSL Subloop that will be used to provide xDSL service, Socket will use the applicable ordering code where one has been provided by CenturyTel. Where an applicable ordering code has not been provided by CenturyTel, Socket will note that the loop or subloop will be used to provide an xDSL service in the "Remarks" section of the Local Service Request ("LSR"). CenturyTel will bill the applicable standard loop or subloop rate and the conditioning charge(s). Socket will not be required to specify a type of xDSL to be ordered. Socket must provide CenturyTel information on the type of technology that Socket seeks to deploy. Where Socket asserts that the technology it seeks to deploy fits within a generic power spectral density ("PSD") mask, Socket also must provide Spectrum Class information for the technology. Where Socket relies on a calculation-based approach to support deployment of a particular technology, Socket must provide CenturyTel with information on the speed and power at which the signal will be transmitted. Upon request by Socket, CenturyTel should disclose to Socket information with respect to the number of loops using advanced services technology within the binder and the type of technology deployed on those loops. CenturyTel will use this PSD information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, Socket shall provide CenturyTel with a technical description of the technology (including power mask) for inventory purposes. CenturyTel will keep such information confidential and will take all measures reasonably necessary to ensure that Socket's xDSL Loop/xDSL Subloop LSR, its ordering information and its deployment information is neither intentionally nor inadvertently revealed to any part of CenturyTel's retail operations, to any Affiliate(s), or to any other telecommunications provider without prior authorization from Socket. Additional information on the use of PSD masks can be found in Section 10.1 below.

4.4   In the event that CenturyTel rejects a request by Socket for an xDSL Loop or xDSL Subloop, including, but not limited to, denial due to fiber, DLC, or DAML facility issues, CenturyTel will disclose to Socket information with respect to the number of loops using advanced services technology within the binder and the type of technology deployed on those loops or sub-loops, including the specific reason for the denial, within 2 Business Days of the denial. In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, CenturyTel will not deny the

loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the dispute resolution procedures set forth in this Agreement. Notwithstanding the foregoing, CenturyTel shall not be required to provision a loop or subloop during the pendency of dispute resolution if CenturyTel's rejection of Socket's request for an xDSL Loop or Subloop is due to technical infeasibility or lack of facilities.

4.5   [Intentionally omitted]

4.5.1   Upon request by Socket, CenturyTel will reasonably cooperate in the testing and deployment of new xDSL technologies on a time and materials basis, or may direct Socket, at Socket's expense, to a third-party laboratory of Socket's choice for such evaluation.

4.5.2   If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, CenturyTel will provide a loop or subloop to support the new technology for Socket as follows:

4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL Loop or Subloop (as defined in this Article), then CenturyTel will provide the xDSL Loop or Subloop at the same rates listed for a 2-Wire or 4-Wire xDSL Loop or Subloop and associated loop conditioning as needed (pursuant to Section 6 below). CenturyTel's ordering procedures and provisioning intervals will remain substantially the same as for its 2-Wire or 4-Wire xDSL Loop or Subloop even though the xDSL Loop or Subloop is now capable of supporting a new xDSL technology.

4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop or subloop as defined in this Article, the Parties shall negotiate in good faith to arrive at an expeditious agreement as to the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

4.6   Technologies deployed on copper loops must comply with the requirements set forth in Section 2.6 above.

4.7   If CenturyTel or another carrier claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then CenturyTel or that other carrier that is claiming degradation is occurring must notify Socket, and Socket must cooperate with CenturyTel or the other claiming carrier to correct the problem. Any claims of network harm must be supported with specific and

verifiable supporting information. In the event that CenturyTel or another carrier demonstrates to the Commission that Socket's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Socket shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.

4.8   [Intentionally omitted]

4.9   Neither Party shall employ internal technical standards, through technical publications or otherwise, for its own retail xDSL, if any, that would adversely affect other xDSL services or xDSL providers.

5.0   OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING

5.1   General: CenturyTel will provide Socket with pre-ordering and loop make-up information for xDSL Loops and Subloops consistent with the manner in which it provides such information to any other CLEC, Affiliate and/or itself. CenturyTel further shall provide Socket with nondiscriminatory access to its ordering, provisioning, maintenance and repair, and billing functions for xDSL Loops and Subloops.

5.2   [Intentionally omitted]

5.3   Loop Qualification: Until such time as access to Loop Makeup Information (as defined in Section 5.4 below) is available via an electronic interface, CenturyTel will provide Socket actual Loop Makeup Information through a manual process. Upon Socket's request for such information directly to CenturyTel's engineering department, CenturyTel will provide Loop Makeup Information specific to Socket's request within three (3) Business Days of the request. Consistent with Article III, Section 53.0, CenturyTel shall provide Socket with the appropriate contact information for CenturyTel's engineering department to which Socket will direct its requests for Loop Makeup Information.

5.4   "Loop Makeup Information" is expected to include the following: (a) the Actual Loop Length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence, location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. Upon Socket's reasonable and specific request, CenturyTel will provide Socket will other Loop Makeup Information to the extent such information is available.

5.5   Where CenturyTel has not compiled Loop Makeup Information for itself, CenturyTel is not required to conduct a plant inventory and construct a database on behalf of Socket. If

CenturyTel has manual access to this sort of information for itself or any Affiliate, CenturyTel will provide access to it to Socket on a non-discriminatory basis.

6.0   PROVISIONING/REQUESTING CONDITIONING AS PART OF SOCKET'S ORDER

6.1   When Socket orders an xDSL Loop, CenturyTel shall charge Socket a non-recurring charge for each xDSL-Capable Loop ordered, whether or not conditioning of the loop is requested. Socket shall designate, at Socket's sole option, what loop conditioning (*i.e.*, the removal of excessive or all bridged tap, load coils, and/or repeaters) CenturyTel is to perform in the provisioning of the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive or all bridged tap, load coils, and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule.

6.2   With respect to Socket's request for loop conditioning on a loop or subloop under this Appendix, the following will apply:

6.2.1   For loops that are less than a distance of 17,500 feet in Actual Loop Length between the CenturyTel Central Office and the end user customer's premises, CenturyTel shall (a) condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap and load coils at no additional charge beyond the non-recurring conditioning charge assessed on all xDSL-Capable Loops and (b) remove repeaters at the per occurrence rate set forth in the Pricing Schedule.

6.2.2   If Socket requests conditioning to remove excessive bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 17,500 feet or greater, CenturyTel shall condition the loop as requested to produce a clean loop at the rates set out in the Pricing Schedule.

6.3   CenturyTel shall not be entitled to charge Socket for removal of repeaters or line station transfers (*see* section 9.2) when CenturyTel's Loop Makeup Information indicates that the loop does not require conditioning, but Socket or CenturyTel finds during installation that the loop does, in fact, require conditioning.

6.4   The provisioning and installation interval for xDSL-Capable Loops, where no conditioning is requested, shall be the same as the standard provisioning intervals for loops. Upon completion of the subloop access arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the standard provisioning intervals for loops set forth elsewhere in this Agreement.

6.5   The provisioning and installation intervals for xDSL-Capable Loops where conditioning is requested shall be ten (10) Business Days.

6.6   Subsequent to Socket's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop. The pricing for such additional conditioning shall be governed by the terms documented in Sections 6.2 and 6.3 above. When requests to add or modify conditioning are received for a pending xDSL Loop or xDSL Subloop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

6.7   Socket, at its sole option, may request shielded cross-connects for Central Office wiring. The Parties shall mutually agree to the time frame for provisioning shielded cross-connects. However, such provisioning interval shall not exceed ten (10) Business Days, unless otherwise agreed by the Parties.

6.8   In the event Socket requests removal of non-excessive bridged tap as defined in this Article, CenturyTel shall charge Socket for such removal on a time and material basis.

6.9   To the extent technically feasible, CenturyTel will test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and will not restrict its testing to voice transmission only. CenturyTel shall close Socket's order after such testing.

7.0   ACCEPTANCE TESTING

7.1   Should Socket desire Acceptance Testing, Socket shall request such testing on a per xDSL Loop or xDSL Subloop basis. CenturyTel shall charge Socket for such Acceptance Testing on a time and materials basis.

7.2   Acceptance Testing Procedure:

7.2.1   Upon delivery of a loop or subloop to Socket, CenturyTel's field technician will call the CenturyTel Local Operations Center (LOC) or equivalent organization, and the LOC technician will call a toll free number provided by Socket to initiate performance of a series of Acceptance Tests.

7.2.1.1 Except for IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, the CenturyTel field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.

7.2.1.2 For IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, the CenturyTel field technician will not perform a short or open circuit.

7.2.2   If the loop passes the "Proof of Continuity" parameters, as defined by this Article for xDSL Loops, Socket will provide CenturyTel with a confirmation number.

7.2.3   If the Acceptance Test fails loop Continuity test parameters, as defined by this Article for xDSL Loops, the CenturyTel technician will take reasonable steps to immediately resolve the problem with Socket on the line including, but not limited to, calling the Central Office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the CenturyTel technician will release the Socket technician and perform the work necessary to correct the situation.

7.2.4   Until such time as Socket and CenturyTel agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, Socket will accept IDSL Loops or Subloops provided through repeaters or digital loop carrier without testing the complete circuit.

7.2.5   [Intentionally omitted]

7.2.6   [Intentionally omitted]

7.2.7   Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement, the Parties will negotiate terms and conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require CenturyTel to expend additional time and expense.

7.3   Acceptance Testing Billing.

7.3.1   Socket shall pay maintenance of service charges, on a time and material basis, for the CenturyTel technician time involved at the rates set forth in Article VII A. If requested by Socket, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time.

8.0   COOPERATIVE TESTING

8.1   The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by Socket, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime time and premium time charges referenced above.

8.2   Should Socket desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL-Capable Loop or Subloop upon issuance of the trouble ticket.

8.3   If the trouble ticket was opened without a request for Cooperative Testing, and Socket should determine that Cooperative Testing is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.

8.4   Cooperative Testing Procedure:

8.4.1   The CenturyTel field technician or other CenturyTel personnel will contact Socket for test and resolution of the trouble ticket and to verify basic metallic loop parameters including Proof of Continuity and pair balance.

8.4.2   If the loop or subloop passes the Proof of Continuity parameters, as defined by this Article for xDSL-Capable Loops or Subloops, the technician will close out the trouble report, and the LOC will bill and Socket shall pay for the Cooperative Test as provided for in Section 7.3.1 above.

8.4.3   If the Cooperative testing fails Proof of Continuity parameters, as defined by this Article for xDSL-Capable Loops or Subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with Socket on the line including, but not limited to, calling the Central Office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the Socket representative and perform the work reasonably necessary to bring the loop or subloop to standard Continuity parameters as defined by this Article for xDSL-Capable Loops or Subloops. When the aforementioned test parameters are met, the LOC will contact Socket for another Cooperative Test.

8.4.4   Both Parties will work together to implement Cooperative Testing procedures that are efficient and effective.

9.0   SERVICE QUALITY AND MAINTENANCE

9.1   Maintenance, other than assuring loop Continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 17,500 feet in Actual Loop Length will only be provided on a time and material basis as provided for in Section 7.3.1 above. On loops or subloops where Socket has requested that no conditioning be performed, CenturyTel's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at Socket's request, CenturyTel will verify Continuity, the completion of all requested conditioning, and will repair at no charge to Socket any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.

9.2   For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop, and transferring to a new loop or subloop is a solution identified by CenturyTel to resolve the trouble ticket, CenturyTel, at its sole option, may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from Socket on a loop or subloop currently in service, and CenturyTel determines that an LST can be performed, the appropriate CenturyTel Local Operations Center ("LOC") or functionally equivalent organization will contact Socket to inform it that an LST will be performed in lieu of Socket's requested conditioning. In such cases where CenturyTel elects to perform an LST to resolve the identified trouble, CenturyTel shall perform the LST at no charge for loops less than 17,500 feet in Actual Loop Length (with the exception of repeaters if such exist); and on loops greater than 17,500 feet in Actual Loop Length, CenturyTel shall charge Socket as if it performed the requested conditioning. Socket shall not be obligated to pay any maintenance or trip charges for CenturyTel's technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be a CenturyTel network-related problem, Socket will not be charged the possible conditioning charges described above or for CenturyTel's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-CenturyTel network-related problem, then a Maintenance of Service and/or Time and Materials charge set forth in this Agreement will apply. If an LST is performed, CenturyTel shall work with reasonable diligence to minimize end-user customer service outage.

9.3   Each xDSL-Capable Loop or Subloop offering provided by CenturyTel to Socket will be at least equal in quality and performance as that which CenturyTel provides to itself or to an Affiliate. Socket, however, shall be solely responsible for the quality and performance of the services it provides to its end user customers over such facilities.

10.0   SPECTRUM MANAGEMENT

10.1   The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §§ 51.231-233, as such rules may be modified from time to time. Socket will advise CenturyTel of the Power Spectral Density ("PSD") mask approved or proposed by the Network Interface, Power, and Protection Committee (NIPP) of the Alliance for Telecommunications Industry Solutions (ATIS) (f/k/a T1.E1) that reflects the service performance parameters of the technology to be used. Socket, at its option, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL Loop or Subloop, Socket will notify CenturyTel as to the type of PSD mask Socket intends to use on the ordering form and, if and when a change in PSD mask is made, Socket will notify CenturyTel as set forth in Section 4.3 above. Socket will abide by standards pertinent for the designated PSD mask type.

10.2   [Intentionally omitted]

10.3   [Intentionally omitted]

10.4   In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, CenturyTel and Socket agree to comply with the FCC and/or industry standards, practices and policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies.

10.5   In such case, CenturyTel will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by Socket or by CenturyTel, as well as competitively neutral as between different xDSL services. Where disputes arise, CenturyTel and Socket will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, CenturyTel will, upon request from Socket, endeavor to disclose, within 3-5 Business Days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any. However, to the extent it is not easily ascertainable as to which loops and/or binder groups are affected in the dispute, the Parties acknowledge that such disputes may require more extensive research and, in such cases, the Parties will mutually agree to the timeframe in which CenturyTel will provide such information.

10.6   Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in

conjunction with the Commission or FCC, if CenturyTel and/or Socket is providing xDSL technologies deployed or other advanced services for which there is no standard, then CenturyTel and/or Socket must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.

11.0   PRICING

11.1   The rates for xDSL Loops, xDSL Subloops, Loop conditioning, and cross-connects are set forth in the Pricing Schedule to the Agreement. These rates are interim. Either Party may request that the Commission set permanent rates during the course of this Agreement.

11.2   CenturyTel will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When Socket orders a Loop or Subloop that will be used to provide xDSL services, CenturyTel will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. Neither CenturyTel nor CenturyTel's retail Affiliate nor CenturyTel's advanced services Affiliate shall be given preferential access to "clean loops" or "clean subloops," nor shall such "clean loops" or "clean subloops" be reserved exclusively for ADSL services.