

Exhibit No.: _____
Issue: 28, 30 and 32
Witness: Amy Hankins
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Charter Fiberlink-Missouri, LLC
Case No.: TO-2009-0037
Date Testimony Prepared: October 21, 2008

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Petition of Charter Fiberlink-)
Missouri, LLC for Arbitration of an Interconnection) Case No. TO-2009-0037
Agreement Between CenturyTel of Missouri, LLC)
And Charter Fiberlink-Missouri, LLC.)

**REBUTTAL TESTIMONY OF AMY HANKINS
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC**

October 21, 2008

Complain Exhibit No. 10
Case No(s). TO-2009-0037
Date 10-28-08 Rptr PF

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**In the Matter of the Petition of Charter Fiberlink-)
Missouri, LLC for Arbitration of an Interconnection) Case No. TO-2009-0037
Agreement Between CenturyTel of Missouri, LLC)
And Charter Fiberlink-Missouri, LLC.)**

AFFIDAVIT OF AMY HANKINS

**STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)**


Amy Hankins, being first duly sworn on her oath, states:

1. My name is Amy Hankins. I am presently Director of Telephone Service Delivery for Charter Communications.
2. Attached hereto and made a part hereof for all purposes is my rebuttal testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my personal knowledge, information and belief.



Amy Hankins

Subscribed and sworn before me this 15th day of October, 2008.



Notary Public for _____ County, Missouri
My Commission expires: _____

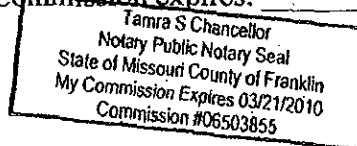


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ATTACHMENT

Schedule AH-1: Excerpts of OSS language from interconnection agreements
between Charter Fiberlink and other ILECs

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Amy Hankins. My business address is 12405 Powerscourt Drive, St. Louis, Missouri 63131.

Q. ARE YOU THE SAME AMY HANKINS WHO FILED DIRECT TESTIMONY ON SEPTEMBER 30, 2008 IN THIS MATTER?

A. Yes, I am.

II. PURPOSE AND SUMMARY OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. This testimony responds to the direct testimony of CenturyTel witness Mr. Guy Miller of CenturyTel on Issue Nos. 28 and 32, and the direct testimony of Ms. Pam Hankins of CenturyTel on Issue No. 30 in this proceeding.

III. ISSUES

ISSUE 28:

DOES CENTURYTEL HAVE THE RIGHT TO MONITOR AND AUDIT CHARTER'S ACCESS TO ITS (CENTURYTEL'S) OSS?

Q. WHAT ARE YOUR GENERAL THOUGHTS ABOUT MR. MILLER'S TESTIMONY ON THAT ISSUE?

A. I am concerned that Mr. Miller has mischaracterized Charter's position on this issue. Mr. Miller suggests that Charter is fundamentally opposed to CenturyTel's right to monitor and audit Charter's access to CenturyTel's OSS system. This is not an accurate statement of Charter's position, or the dispute between the parties.

1 **Q. MR. MILLER SUGGESTS THAT CHARTER HAS REFUSED TO AGREE**
2 **TO ANY AUDIT AND MONITORING (PAGE 54, LINES 11-12). IS THAT**
3 **CORRECT?**

4
5 **A.** No. As I explained in my direct testimony, Charter does not object, in principle,
6 to CenturyTel's limited right to monitor Charter's use of CenturyTel's OSS
7 system. Rather, Charter's position is that CenturyTel should explain, or define,
8 the scope of the actions that it would take to monitor and audit Charter's use of
9 the OSS. So Mr. Miller is not correct when he suggests that Charter has refused
10 to agree to any audit and monitoring language. If CenturyTel will not provide an
11 explanation of the scope, or limits, of its audit activities (which has been the case
12 to date) then Charter should have the right to consent to the initiation of an audit
13 by CenturyTel.

14 **Q. MR. MILLER TESTIFIES THAT THE PERMISSIBLE SCOPE OF THE**
15 **AUDIT IS CLEARLY SET FORTH IN CENTURYTEL'S PROPOSED**
16 **LANGUAGE (PAGE 55, LINES 9-10). DO YOU AGREE?**

17
18 **A.** CenturyTel's language does not address the concerns that Charter has raised with
19 regard to this issue. CenturyTel's proposed language fails to explain what it
20 means to monitor or audit Charter's use. Indeed, CenturyTel's language merely
21 establishes that CenturyTel has a right to monitor Charter's use of the OSS
22 system, it has the right to do so electronically, and that the information obtained
23 by CenturyTel shall be treated as confidential information. This language does
24 not answer the question of what information is being monitored; the frequency of
25 the monitoring; nor does it indicate whether certain Charter-specific data, files,
26 statistics, or network addresses are being monitored.

27

1 **Q. MR. MILLER CLAIMS THAT THE PURPOSE OF AN AUDIT IS TO**
2 **ENSURE THAT CHARTER AND CENTURYTEL ARE IN COMPLIANCE**
3 **WITH THE FCC'S CONFIDENTIALITY REGULATIONS (PAGE 54,**
4 **LINES 19-21). HOW DO YOU RESPOND TO THAT ASSERTION?**

5
6 **A.**I was surprised to see Mr. Miller raise this argument in his testimony. It is
7 unclear to me how auditing Charter's records helps CenturyTel to ensure that
8 CenturyTel remains in compliance with federal regulations.

9 **Q. MR. MILLER ARGUES THAT CENTURYTEL HAS AN OBLIGATION**
10 **TO PROACTIVELY ASSESS AND ENSURE ITS COMPLIANCE WITH**
11 **SECTION 222 (PAGE 55, LINES 3-4). HOW DO YOU RESPOND?**

12
13 **A.**Placing emphasis on this point seems to confuse the issue here. Charter has never
14 claimed that it would use CenturyTel's OSS system in a manner that is not in
15 compliance with the law. Mr. Miller mischaracterizes the parties' dispute on this
16 issue. In fact, in Section 12, of Article X, of the draft interconnection agreement
17 the parties have already agreed upon language that clearly states that both parties
18 will comply with all applicable laws. That section specifically identifies 47
19 U.S.C. 222, which appears to be the same statute that Mr. Miller refers to in his
20 testimony as "Section 222." Specifically, the language is as follows:

21 The provisions of this Article shall be in addition to and not in
22 derogation of any provisions of Applicable Law, including, but not
23 limited to, 47 U.S.C. § 222, and are not intended to constitute a
24 waiver by CenturyTel of any right with regard to protection of the
25 confidentiality of the information of CenturyTel or CenturyTel
26 customers provided by Applicable Law.
27

28 So, it seems clear that Charter does not dispute the fact that Section 222 is
29 operative, and applicable, under the agreement. I am not sure why Mr. Miller is
30 suggesting anything to the contrary, and why he has made some of the other
31 statements in his testimony.

1 **Q. PLEASE EXPLAIN.**

2 **A.**Mr. Miller's states on page 54, lines 21-22, of his direct testimony that Charter
3 will not agree to state that it will not "deliberately use its OSS access in non-
4 compliance with the law." That is simply false. The agreed-upon language of the
5 agreement, that I have just identified, already establishes that Charter will comply
6 with the law. Further, the agreement contains very comprehensive language
7 setting forth how Charter may, and may not, use CenturyTel's OSS system.
8 Specifically, Section 8.4 of Article X of the agreement sets forth specific rules
9 limiting Charter's access to CPNI, which Charter's attorneys tell me is the data
10 that is protected by Section 222. So it seems that existing, agreed-upon, language
11 clearly limits Charter's access to the OSS, and protects information that is subject
12 to Section 222. As such, Mr. Miller's statements that Charter will use its access
13 to the OSS improperly is simply not true.

14 **Q. BUT MR. MILLER CLAIMS THAT CENTURYTEL HAS EXPERIENCED**
15 **SITUATIONS WHERE CABLE VOIP PROVIDERS HAVE IGNORED**
16 **SECTION 222 (PAGE 56, LINES 19-21). IS THAT A VALID CONCERN?**

17
18 **A.**I am not aware of any problems that CenturyTel may have had with other cable
19 VoIP providers, but Mr. Miller does not suggest that it has ever had any similar
20 problems with Charter. In fact, there is no evidence of such problems. As I
21 understand his concern, he seems to suggest that other cable companies may not
22 comply with Section 222. But as I just explained, the parties have already agreed
23 in Section 12, of Article X, of the draft agreement that both parties will comply
24 with all applicable laws, including Section 222. So there should be no question
25 that compliance with Section 222 is required of both parties.

1 **Q. MR. MILLER ASSERTS THAT THERE IS EXISTING "PRECEDENT" IN**
2 **TEXAS THAT THE COMMISSION SHOULD CONSIDER (PAGE 56,**
3 **LINES 24-26). HOW DO YOU RESPOND?**

4
5 A. Yes, Mr. Miller suggests that contract language in the current agreement between
6 Charter and SBC is "precedent," and should be binding upon Charter in other
7 agreements. However, it is not clear why Mr. Miller thinks contract terms that
8 Charter has with another carrier can be considered "precedent." I am not a
9 lawyer, but it is my understanding that precedent is established from a rule that a
10 court, or some other judicial body with decision making authority, adopts when
11 deciding later cases with similar issues or facts.

12 **Q. ARE YOU SUGGESTING THAT IT IS NOT PROPER TO REVIEW**
13 **LANGUAGE FROM ANOTHER INTERCONNECTION AGREEMENT?**

14
15 A. No. My point is simply that other contract language is not "precedent," at least as
16 I understand the term. That said, it is not improper to look to the language in
17 other interconnection agreements to inform the decision maker. In fact, I would
18 note that many of the provisions in the Charter/AT&T Agreement that Mr. Miller
19 points to are not the sections that deal with OSS audits.

20 **Q. PLEASE EXPLAIN.**

21
22 A. The only analogous provision in the interconnection agreement between AT&T
23 and Charter in Missouri is Section 3.7, of Attachment 27 (OSS), which provides
24 as follows:

25 In order to determine whether CLEC has engaged in the alleged
26 misuse described in the Notice of Misuse, and for good cause
27 shown, SBC-13STATE shall have the right to conduct an audit of
28 CLEC's use of the SBC-13STATE OSS. *Such audit shall be*
29 *limited to auditing those aspects of CLEC's use of the SBC-*
30 *13STATE OSS that relate to the allegation of misuse as set forth*
31 *in the Notice of Misuse. SBC-13STATE shall give ten (10)*

1 *calendar days advance written notice of its intent to audit CLEC*
2 *("Audit Notice") under this Section 3.7, and shall identify the type*
3 *of information needed for the audit.* Such Audit Notice may not
4 precede the Notice of Misuse. Within a reasonable time following
5 the Audit Notice, but no less than fourteen (14) calendar days after
6 the date of the notice (unless otherwise agreed by the Parties),
7 CLEC shall provide SBC-13STATE with access to the requested
8 information in any reasonably requested format, at an appropriate
9 CLEC location, unless otherwise agreed to by the Parties. The
10 audit shall be at SBC-13STATE's expense. *All information*
11 *obtained through such an audit shall be deemed proprietary*
12 *and/or confidential and subject to confidential treatment* without
13 necessity for marking such information confidential. SBC-
14 13STATE agrees that it shall only use employees or outside parties
15 to conduct the audit who do not have marketing, strategic analysis,
16 competitive assessment or similar responsibilities within SBC-
17 13STATE.

18
19 Note that, unlike CenturyTel's proposal, the OSS language in the AT&T Missouri
20 agreement sets specific parameters around SBC's ability to audit Charter's use of
21 the OSS, requires that the audit be preceded by written notice to Charter, requires
22 that all information remain confidential, and specifically limits the type of
23 information that may be obtained and reviewed during the audit. Those are the
24 types of limitations and controls that we believe are appropriate for the OSS
25 auditing language of the Charter and CenturyTel agreement.

26 **Q. DO ANY OTHER CHARTER INTERCONNECTION AGREEMENTS**
27 **INCLUDE SIMILAR LANGUAGE?**

28
29 **A.** Yes. In Schedule AH-1, I have provided excerpts from OSS language that
30 Charter has agreed to, or opted into, in interconnection agreements with other
31 ILECs such as Verizon and AT&T in a number of different states. Although
32 Charter disagrees with Mr. Miller's assertion that language entered into with other
33 carriers is somehow binding upon the Commission, Charter does believe that this
34 language can be instructive to demonstrate what is current practice in the industry.

1 Q. DO YOU THINK CHARTER'S STATED CONCERNS WITH
2 CENTURYTEL'S OPEN-ENDED OSS AUDIT PROVISION WOULD BE
3 LESSENED IF THE COMMISSION WERE TO ADOPT THE TYPE OF
4 LIMITATIONS IN THE CHARTER-AT&T MISSOURI AGREEMENT
5 THAT YOU QUOTED?
6

7 A. Yes.

8 ISSUE 30:

9 WHAT INFORMATION REGARDING DIRECTORY CLOSE DATES IS
10 CENTURYTEL REQUIRED TO PROVIDE CHARTER, AND IN WHAT
11 MANNER?
12

13 Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY OF MS. PAM
14 HANKINS ON ISSUE 30?
15

16 A. Yes.

17 Q. IN THAT TESTIMONY MS. HANKINS SUGGESTS THAT CHARTER IS
18 SEEKING "SPECIAL TREATMENT" (PAGE 22, LINES 29-30), DO YOU
19 AGREE?
20

21 A. No. Charter is simply proposing an alternative approach to the question of how
22 directory close date information is conveyed by CenturyTel to Charter. To the
23 extent that this approach is more efficient, or more beneficial, to competitive
24 providers like Charter, there is no reason that CenturyTel should not adopt the
25 same approach for all other competitive providers as well. Therefore, we are
26 simply seeking to establish a rational process concerning directory close date
27 information, not gain a competitive advantage against other providers.

28 Q. DID YOU KNOW THAT CENTURYTEL PROVIDES AN ELECTRONIC
29 NOTIFICATION SERVICE, INCLUDING INFORMATION ABOUT
30 DIRECTORY CLOSE DATES?
31

32 A. Yes. I am aware that CenturyTel distributes electronic notices, as Ms. Hankins
33 testifies at page 24 of her direct testimony. In fact, the Charter LNP managers
34 and supervisors receive the electronic notifications. However, those notices do

1 not provide the level of detail that Charter believes is appropriate for this
2 directory close process.

3 **Q. WHY THEN SHOULD THE COMMISSION REQUIRE CENTURYTEL**
4 **TO DO SOMETHING MORE?**

5
6 A. In order to properly manage the process of including its subscribers in the
7 published directories in each service area, Charter seeks specific information
8 concerning the directory publication and close dates for each directory publisher.
9 Specifically, Charter must be apprised of when the close date has changed, both
10 the original and new close dates. This level of detail will ensure that Charter can
11 submit its subscriber information for publication in all of the directories published
12 in CenturyTel's service areas.

13 **Q. WHY IS IT NECESSARY TO MOVE BEYOND THE EXISTING**
14 **PROCESS IF, AS MS. HANKINS TESTIFIES (PAGE 26, LINES 1-2),**
15 **OTHER CLECS HAVE NOT SUGGESTED THIS IS A PROBLEM?**

16
17 A. As I explained in my direct testimony, because CenturyTel is the incumbent
18 provider, and works closely with the publisher in each area, it probably has a
19 long-standing relationship with the publisher. If so, it is safe to assume that
20 CenturyTel and the publisher have established processes for exchanging
21 information and data concerning the directory publication process, and the
22 inclusion of subscriber listings in that directory. Charter's proposal will simply
23 enhance the existing process that CenturyTel currently employs. And because it
24 is a process which all CLECs could benefit from, Charter is not asking for any
25 favoritism from the Commission. I suspect that this is likely the same type of
26 information that CenturyTel itself receives from the publisher. To that extent that

1 is true, it is only equitable to provide the same information to other carriers, like
2 Charter.

3 **Q. MS. HANKINS TESTIFIES (PAGE 28, LINES 8-21) THAT THERE IS A**
4 **SECOND ASPECT TO THIS ISSUE. DO YOU AGREE?**

5
6 A. No. Issue 30 only raises the question of directory close dates. Ms. Hankins
7 testifies on what she calls the "second area of dispute," but I believe that is
8 actually her direct testimony on a **separate** issue, Issue 31 ("How should each
9 Party's liability be limited with respect to information included, or not included,
10 in Directories?"). Ms. Hankins offers testimony on this issue even though
11 CenturyTel's attorney, Mr. Gavin Hill, filed a letter with this Commission stating
12 that CenturyTel and Charter had agreed to address Issue 31, and other purely legal
13 issues, only in their briefs. That agreement was filed with the Commission on
14 October 16, 2008, and docketed as Item number 41.

15 **Q. GIVEN THAT MS. HANKINS HAS OFFERED DIRECT TESTIMONY ON**
16 **THIS ISSUE, DO YOU BELIEVE CHARTER SHOULD OFFER**
17 **REBUTTAL TESTIMONY?**

18
19 A. Yes. It appears that CenturyTel has decided to ignore the terms of the agreement
20 it reached with Charter to address that issue only in briefing. I presume that is
21 why they offered Ms. Hankins testimony on this issue. I presume they would not
22 object to Charter's desire to respond to that testimony.

23 **Q. WHAT IS YOUR RESPONSE TO THAT TESTIMONY?**

24
25 A. My response is that CenturyTel is mischaracterizing Charter's position. Ms.
26 Hankins suggests that Charter proposes that it should "only be responsible to send
27 its flat files to CenturyTel and not directly to the CenturyTel Directory publisher
28 vendor." (Page 28, lines 12-13). That is simply not what we have proposed, and

1 Ms. Hankins does not actually identify any specific language in her testimony to
2 support her assertion. So that characterization of Charter's proposal on Issue 31 is
3 simply not accurate. Nor is Ms. Hankins suggestion that CenturyTel should be
4 "required to be inserted into the delivery process" (page 28, lines 18-19) of
5 delivering files to the publisher.

6 Although I am not an attorney, I understand that the intent of Charter's proposed
7 language for Issue 31 is to simply make clear that CenturyTel should not be able
8 to limit their liability to Charter, or an end user subscriber, when CenturyTel acts
9 in a manner that causes the harm (the contract language says "negligence, gross
10 negligence, or intentional or willful misconduct."). This does not mean that
11 CenturyTel should be inserted into the process of submitting flat files to the
12 publisher. It simply means that if CenturyTel does take some action that causes
13 damage to Charter, or an end user subscriber, then it should not be allowed to
14 avoid liability for the harm that it causes.

15 **Q. ARE THERE OTHER POINTS THAT YOU WOULD LIKE TO MAKE ON**
16 **THIS ISSUE 31 CONCERNING LIABILITY FOR DIRECTORY**
17 **ERRORS?**

18
19 **A.** No. Charter's attorneys have instructed me that this issue will be addressed in the
20 briefs, and that Charter intends to honor its prior agreement with CenturyTel to
21 address the issue in that manner.

22
23 **ISSUE 32:**

24 **HOW SHOULD THE AGREEMENT DEFINE EACH PARTY'S**
25 **DIRECTORY ASSISTANCE OBLIGATIONS UNDER SECTION**
26 **251(B)(3)?**
27

1 **Q. WHAT ARE YOUR GENERAL THOUGHTS ABOUT MR. MILLER'S**
2 **TESTIMONY ON THAT ISSUE?**

3
4 **A.** I am concerned that Mr. Miller characterizes Charter's position on this issue by
5 asserting that Charter would require CenturyTel to act as a "middleman" so that
6 Charter could submit directory assistance listings to CenturyTel for relay to
7 CenturyTel's directory assistance provider. This is not an accurate
8 characterization of Charter's position because Charter does not expect CenturyTel
9 to play a middleman role.

10 **Q. PLEASE EXPLAIN.**

11 **A.** Charter recognizes that the practice followed by some other carriers is to sub-
12 contract directory assistance services, and use third-party vendors to provide the
13 function for directory assistance services. However, contrary to Mr. Miller's
14 testimony, (Page 58, Lines 29-30, Page 59, Lines 1-11) Charter is simply seeking
15 a clear statement from CenturyTel that it has an obligation to provide directory
16 assistance to Charter pursuant to Section 251(b)(3).

17 **Q. IN CONTRAST TO MR. MILLER'S CLAIMS, IS CHARTER'S**
18 **PROPOSAL INTENDED TO AVOID FUTURE PROBLEMS BETWEEN**
19 **THE PARTIES?**

20
21 **A.** Yes, adopting Charter's proposal on this issue will enable Charter to avoid the
22 problems that Charter has faced in the past with CenturyTel. As I explained in
23 my direct testimony, Charter wants to make sure that CenturyTel is ultimately
24 held responsible for ensuring that CenturyTel subscribers can dial directory
25 assistance and obtain the phone number of a Charter subscriber. Because that has
26 not always happened in the past, it is appropriate to include a statement in the
27 agreement. Specifically, in the event that CenturyTel's third party vendor is

1 acting in a way that is contrary to the basic principles of Section 251(b)(3),
2 Charter believes that CenturyTel should be the entity that must step in to resolve
3 the problem with the vendor that it sub-contracted its directory assistance services
4 to. In other words, Charter seeks a basic statement of legal obligations under
5 Section 251(b)(3) to make unmistakable that CenturyTel cannot back out of future
6 directory assistance problems if they arise with CenturyTel's vendor.

7 **Q. MR. MILLER ASSERTS THAT CHARTER'S PROPOSAL WOULD**
8 **HAVE CENTURYTEL PERFORM WORK FOR CHARTER (PAGE 59,**
9 **LINES 1-2), SUCH THAT CENTURYTEL SHOULD BE ABLE TO**
10 **ASSESS A CHARGE UPON CHARTER. HOW DO YOU RESPOND?**

11
12 **A.** I was surprised by Mr. Miller's testimony on this point. CenturyTel's proposed
13 contract language does not contain any charges related to the transfer of Charter's
14 directory assistance listings to its vendor. Nor does CenturyTel's position
15 statement in the Joint DPL that the parties filed say anything about CenturyTel's
16 intention to assess charges on Charter for complying with its directory assistance
17 obligations. So it is not clear to me that CenturyTel has any basis to suggest that
18 it is entitled to impose a charge upon Charter under **either** party's proposed
19 language. Further, I do not see how CenturyTel could assess a charge for simply
20 complying with its obligations under federal law.

21
22 **IV. CONCLUSION**

23 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

24 **A.** Yes.
25

SCHEDULE AH-1

**Excerpts of OSS language from
interconnection agreements between Charter
Fiberlink and other ILECs**

OSS AUDIT LANGUAGE

Verizon California and Charter Fiberlink:

8.5.5 Audits.

8.5.5.1 Verizon shall have the right (but not the obligation) to audit CLEC to ascertain whether CLEC is complying with the requirements of Applicable Law and this Agreement with regard to CLEC's access to, and use and disclosure of, Verizon OSS Information.

8.5.5.2 Without in any way limiting any other rights Verizon may have under this Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor CLEC's access to and use of Verizon OSS information which is made available by Verizon to CLEC pursuant to this Agreement, to ascertain whether CLEC is complying with the requirements of Applicable law and this Agreement, with regard to CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor CLEC's access to and use of Verizon OSS information which is made available by Verizon to CLEC through Verizon OSS Facilities.

8.5.5.3 Information obtained by Verizon pursuant to this Section 8.5.5 shall be treated by Verizon as Confidential Information of CLEC pursuant to Section 1 G of the General Terms and Conditions; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to Section 8.5.5 of this Attachment to enforce Verizon's rights under this Agreement or Applicable Law.

AT&T Connecticut and Charter Fiberlink:

3.4.4 Upon notice and good cause shown, SNET shall have the right to conduct an audit of AT&T's use of the SNET OSS. As used in this Section 3.4.4, the term "good cause" means that a reasonable person would consider that an audit of AT&T's use of the SNET OSS is justified under the circumstances that exist at the time SNET elects to conduct such an audit. Such audit shall be limited to auditing those aspects of AT&T's use of the SNET OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SNET shall give ten (10) days advance written notice of its intent to audit AT&T ("Audit Notice") under this Section 3.4.4, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SNET's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), AT&T shall provide a SNET with access to the requested information in any reasonably requested format, at an appropriate AT&T location, unless otherwise agreed to by the Parties. The audit shall be at SNET's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SNET agrees that it shall only use employees or outside

parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SNET or any SBC affiliate.

Verizon Illinois and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

Verizon Massachusetts and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

AT&T Missouri and Charter Fiberlink:

3.7 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to the allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) calendar days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.7, and shall identify the type of information needed for the audit. Such Audit Notice may not precede the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) calendar days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC- 13STATE.

Verizon North Carolina and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

AT&T Nevada and Charter Fiberlink:

3.5.3 In order to determine whether CLEC has engaged in the alleged misuse described in the Notice of Misuse, and for good cause shown, SBC-3STATE shall have the right to conduct an audit of CLEC's use of the SBC 13STATE OSS. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE Oss that relate to SBC13STATE's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 3.5, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC-13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14)

days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE, or any SBC-owned affiliate.

Verizon Nevada and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

Verizon Oregon and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

Verizon South Carolina and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

AT&T Texas and Charter Fiberlink:

3.10 After the time for CLEC's response to Notice of Misuse, set forth in Section 3.7 has expired, SBC TEXAS shall have the right to conduct an audit of CLEC's use of the SBC TEXAS OSS. SBC TEXAS shall request such audit by written notice provided ten days in advance of its intent to audit. The notice shall identify the "good cause" for conducting such audit and shall identify the type of information needed for the audit. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC TEXAS OSS is justified under the circumstances that exist at the time SBC TEXAS elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC TEXAS with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC TEXAS' expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC TEXAS agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC TEXAS, or any SBC affiliate.

Verizon Texas and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

Verizon Virginia and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

Verizon South Virginia and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

Verizon Washington and Charter Fiberlink:

Identical to the OSS language in the Verizon California agreement.

AT&T Wisconsin and Charter Fiberlink:

33.3.6 Upon notice and good cause shown, SBC- 13STATE shall have the right to conduct an audit of CLEC's use of the SBC-13STATE OSS. As used in this Section 3.7, the term "good cause" means that a reasonable person would consider that an audit of CLEC's use of the SBC-13STATE OSS is justified under the circumstances that exist at the time SBC-13STATE elects to conduct such an audit. Such audit shall be limited to auditing those aspects of CLEC's use of the SBC-13STATE OSS that relate to SBC's allegation of misuse as set forth in the Notice of Misuse. SBC-13STATE shall give ten (10) days advance written notice of its intent to audit CLEC ("Audit Notice") under this Section 33.3.6, and shall identify the type of information needed for the audit. Such Audit Notice may not precede SBC-13STATE's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), CLEC shall provide SBC-13STATE with access to the requested information in any reasonably requested format, at an appropriate CLEC location, unless otherwise agreed to by the Parties. The audit shall be at SBC-13STATE's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. SBC-13STATE agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within SBC-13STATE, or any SBC affiliate.