

Article XV: PERFORMANCE MEASURES
AND PROVISIONING INTERVALS

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
6	ASRs and LSRs erroneously rejected.	<p>Total number of Socket submitted ASRs and LSRs that were rejected for no valid reason.</p> <p><u>Benchmark</u> Zero erroneously rejected ASRs or LSRs</p> <p><u>Rules and Definitions</u> No valid reasons means no accurately listed or identifiable errors listed on the reject notice.</p>	For each erroneous rejection of a CSR request, CenturyTel pays Socket the Standard Daily Payment	Socket
7	Percentage of Orders where Due Date is Missed where Socket received a jeopardy notice prior to Due Date being missed.	<p>Percentage of total install orders received from Socket that the Due Date was missed due to CenturyTel cause where Socket received a Jeopardy Notice at least 6 hrs. prior to Due Date being missed. Includes Install for resold services, UNEs and Combination of UNEs</p> <p><u>Benchmark</u> Socket will receive a Jeopardy Notice at least 6 business hrs. prior to Due Date being missed more than 97% of the time. In lieu of 97% standard, CenturyTel may elect to demonstrate parity as set forth below.</p> <p><u>Rules and Definitions</u> Due Date shall be presumed to be 5pm on the Due Date</p>	If % is less than 97%, CenturyTel shall pay Socket the Standard Payment for each Order where Jeopardy Notice was not timely received.	Socket

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

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	Day of Work Completion	<p><u>Benchmark</u> 95% within eight business hours.</p> <p><u>Rules and Definition</u> CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. If Start Time is outside of normal business hours, the start date/time is set to 8:00am on the next business day. End Time is the date/time that Socket receives the Line Loss Notification</p>	Socket the Standard Daily Payment for each line loss notification not returned within eight business hours.	
Provisioning – Retail Circuits				
1	Due Date Commitments Met	Percent of Socket install service orders for which service is installed by close of business on the committed due date is less then CenturyTel own performance for its own retail customers. This includes installation of resold services, UNEs and UNE combinations. The Committed Due Date shall be based upon the Provisioning Interval set forth in Appendix – Provisioning Intervals or sooner upon mutual agreement of the	<p>Remedy 1 – When CenturyTel fails to meet the benchmark in a particular month, the Standard Payment plus any Non-Recurring Charges shall apply to each order where the due date was missed.</p> <p>Remedy 2 - When CenturyTel fails to meet the</p>	Socket will calculate until CenturyTel develops system to capture its performance.

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p>Parties.</p> <p><u>Benchmark</u> Percentage of Socket install service orders for which service is installed by close of business on the committed due date is not more than 2.5 percentage points below the percentage of CenturyTel Install customer service order</p> <p><u>Rules</u> Until CenturyTel develops systems to capture its performance under this metric, it will be presumed that CenturyTel will meet 90% of its own customer install due dates.</p> <p>For purposes of Remedy 1, the initial 24 hour time period is defined as the close of business on business day following receipt of request. For purposes of Remedy 2, each additional 24 hour period is defined as 5:01pm on business day to 5:00pm of the following business day.</p> <p>Due Date shall be presumed to be 5pm on the Due Date reflected on the FOC for uncoordinated orders. For</p>	<p>benchmark in a particular month, the Standard Daily Payment shall apply to each 24- hour period between the Due Date/Time and the actual install Date/Time for each Due Date Missed.</p>	

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		<p>coordinated orders, the Due Date shall be date and time agreed to by the Parties.</p> <p><u>Exclusions</u> All orders where Due Date was missed because of Customer caused delay, declared natural disasters or other reason as mutually agreed upon the Companies.</p>		
2	Average Delay Days for CenturyTel Caused Missed Due Dates	<p>Average calendar days from Due Date to Completion Date on CenturyTel caused Missed Due Date on Resale Installation, UNE and UNE Combination Orders as compared to CenturyTels own average delay when CenturyTel misses due dates for its own retail customers.</p> <p><u>Benchmark</u> Once CenturyTel is able to capture the necessary data, the Benchmark will be defined as the average calendar days from Due Date provided on FOC to date work actually completed on CenturyTel caused missed due dates (Avg. Socket Calendar Days) compared to CenturyTel's own retail performance when CenturyTel misses a due date for its customers. For</p>	When CenturyTel fails to meet the benchmark in a particular month, the Standard Daily Payment shall apply to each 24- hour period between the Due Date and the actual Install Date.	CenturyTel will develop systems to capture this data and track performance for CenturyTel's retail operations separately from the performance that CenturyTel provides to Socket. Until CenturyTel develops the necessary systems, it will be presumed that the Average CenturyTel Calendar Days is Zero until CenturyTel can demonstrate otherwise to both Socket and the Staff of the Missouri Public

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p>purposes of this measure, CenturyTel's own retail performance is defined as the average calendar days from the Due Date provided to a CenturyTel retail customer to the date work is actually completed on CenturyTel caused missed due dates (Average CenturyTel Calendar Days).</p>		Service Commission
3	Percent Trouble Reports Within 30 Days of Installation	<p>Percentage of New or Moved Circuits that receive a trouble report within 30 calendar days of installation or move. This PM includes new or moved resold circuits, UNEs, and combination of UNEs.</p> <p><u>Benchmark</u> Count of Trouble Reports per DS0 equivalent reported within 30 calendar days of service order completion / total number of DS0 equivalents installed within same calendar day time period < 6% or at Parity.</p> <p><u>Rules and Definitions</u> For purposes of this measurement, trouble reports do not include trouble caused by customer premise equipment or subsequent reports.</p>	<p>In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each Trouble Report reported within 30 days of Installation/Move.</p>	<p>Socket unless CenturyTel elects to demonstrate Parity</p> <p>If CenturyTel elects to try to demonstrate parity, CenturyTel will develop systems to capture this data and track performance for CenturyTel's retail operations separately from the performance that CenturyTel provides to Socket.</p>

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		Subsequent report is a repair report that is received while an existing trouble ticket is open for the same phone number. For DS1 loops, UNE DS1 Trouble Reports do not include trouble reports where Socket chooses not to do cooperative testing or acceptance testing between Socket and CenturyTel.		
4	Number Port Using Ten Digit Trigger (TDT)	<p>The TDT- LNP related conversion where CenturyTel fails to initiate the 10-digit unconditional trigger by 12:01a.m. on the due date of the number port will occur less than 3.5% of the time.</p> <p align="center"><u>Benchmark</u> (Number of Non-Coordinated LNP related conversions where CenturyTel fails to initiate the 10-digit unconditional trigger by 12:01a.m. on the due date of the number port) / (Total Non-Coordinated LNP related conversions) < 3.5%</p> <p align="center"><u>Rules and Definitions</u> Does not include CLEC-caused errors, NPAC-caused errors, or Stand alone LNP</p>	In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each TDT- LNP related conversions where CenturyTel fails to initiate the 10-digit unconditional trigger by 12:01a.m. on the due date of the number port	Socket

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		Orders with more than 500 activations.		
5	Coordinated Hot Cut (CHC)	<p>The Percentage of CHC LNP with loop facilities where an outage occurs.</p> <p>An outage is defined as (1) premature disconnect for a CHC which occurs any time CenturyTel begins the cut-over prior to being contacted by Socket and (2) a CHC where Socket submits a trouble report on the day of the conversion, or before noon on the next day.</p> <p>Outages will not counted is they result from Delays caused by Socket (e.g. no dial tone from Socket) that do not allow CenturyTel to completed the CHC within the designated interval.</p> <p align="center"><u>Benchmark</u></p> <p>The Percentage of CHC LNP with loop facilities will be < 2% of the time. This will be calculated as the (Count of Outages /Total CHC).</p>	In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each Coordinated Hot Cut where an outage occurs.	Socket
Maintenance				

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
1	Percent Trouble Reports	<p>Frequency of Trouble Reports on Socket's Access Lines provisioned via resale, UNE, or combinations of UNEs.</p> <p><u>Benchmark</u> Count of Trouble Reports per DS0 equivalent received by Socket / total number of Socket DS0 equivalents provisioned via resale, UNEs, or combinations of UNEs leased from CTCL < 6% or at Parity.</p> <p><u>Rules and Definitions</u> For purposes of this measurement, trouble reports do not include trouble caused by customer premise equipment or subsequent reports. Subsequent report is a repair report that is received while an existing trouble ticket is open for the same phone number. For DS1 loops, UNE DS1 Trouble Reports do not include trouble reports where Socket chooses not to do cooperative testing or acceptance testing between the Socket and CenturyTel.</p>	In a month when Benchmark is not met, CenturyTel shall pay Socket the Standard Payment for each Trouble Report	<p>Socket unless CenturyTel decides to demonstrate Parity</p> <p>If CenturyTel elects to try to demonstrate parity, CenturyTel will develop systems to capture this data and track performance for CenturyTel's retail operations separately from the performance that CenturyTel provides to Socket. Once CenturyTel demonstrates to Socket and to the Staff of Missouri Public Commission that it has the necessary systems to track performance, the measurement will be based upon Parity.</p>

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

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
3	Time to Restore Service	<p>The Clearing Time for completing a repair is less than 24 hours on resold services, UNEs, and combinations of UNEs.</p> <p><u>Benchmark</u> Clearing Time (as defined below) is less than 24 hours on more than 90% of Trouble Reports not requiring Unusual Repair.</p> <p><u>Definitions and Rules</u> 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 repair constituted an "Usual Repair" shall be presented to</p>	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 <u>Definition and Rules</u> section to Socket. Socket shall either revise its calculation or follow the dispute guidelines in set forth in <u>Definition and Rules</u> .

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		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.		
4	Repeat Trouble Reports	<p>This PM measures the number of Repeat Trouble Reports on resold services, UNEs, and combinations of UNEs.</p> <p>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.</p> <p align="center"><u>Benchmark</u></p> <p>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</p>	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
		provide its measure of Report Trouble Reports, CenturyTel Percentage of Report Trouble Reports shall be presumed to be 6%.		
Interconnection				
1	Interconnection Trunk Orders completed on Time	<p>Trunk Orders Submitted via ASR that are completed on or before commitment date</p> <p><u>Benchmark</u></p> <p>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 Feature Group D switched access orders by all ordering companies completed by CenturyTel on before the Commitment Due Date.</p>	<p>When the Benchmark is not met in a month, the following provisions shall apply -</p> <p>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</p> <p>In the event that Socket is using other methods to establish interconnection, CenturyTel shall pay Socket the Standard Payment for each DS1</p>	<p>Socket shall calculate Performance Results. CenturyTel shall provide Socket with its statewide percentage of FG D 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%.</p>

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
			Equivalent not installed on or before the Due Date.	
Additional Measures				
	911 Listings	<p>- Inclusion of Socket's Customers and phone numbers in the 911 Database</p> <p><u>Benchmark</u> 100% of listing submitted by Socket for inclusion in the 911 database match the information that was submitted by Socket</p>	<p>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.</p> <p>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 but no payment shall apply.</p>	<p>Socket</p> <p>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.</p>
	Directory	When Socket requests that a	For each	Socket

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
	Listings – White Pages	<p>customer's listing information be included in the Directory published by CenturyTel or third-party selected by CenturyTel, CenturyTel shall accurately include that information in the appropriate directory</p> <p>Benchmark 100% of the listings submitted by Socket to CenturyTel are accurately included in the appropriate directory.</p>	<p>Directory Published where CenturyTel does not meet the benchmark, CenturyTel shall pay Socket the Standard Payment for each inaccurate or missing listing.</p>	

APPENDIX – PROVISIONING INTERVALS

UNE Provisioning Intervals

PRODUCT	QUANTITY	INTERVAL (DAYS)
Loops¹		
8.0 dB 2 Wire Loop	1 – 10	3
	11 – 20	7
	21+	10
5.0 dB 2 Wire Loop	1 – 10	3
	11 – 20	7
	21+	10
2 Wire Digital Loop	1 – 10	4
	11 – 20	10
	21+	Negotiate
4 Wire Analog Loop	1 – 10	3
	11 – 20	7
	21+	10
4 Wire Digital Loop	1 – 10	3
	11 – 20	7
	21+	10
DS1 Loop	1 – 20	5
	21+	Negotiate
DS3 Loop	1 – 20	10 Days
	21 +	Negotiate
Dedicated Transport		
DS1 Dedicated Transport	1 – 20	5
	21+	Negotiate
DS3 Dedicated Transport	1 – 20	5
	21+	Negotiate
EEL and Commingled Combinations²		
DS0 Loop(s) to DS1 Transport (w/muxing)	Same Quantity and Intervals as DS1 Dedicated Transport	
Loop, muxing, and Transport		
Additional Loop Installation	Same Quantity and Interval of DS0 Loop(s)	

¹ Loop Category includes both Loops with number porting or without number porting.

² EEL Category includes both EELs with number porting or without number porting

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DS1 Loop to DS1 Transport	Same Quantity and Interval of DS1 Dedicated Transport	
DS1 Loop(s) to DS3 Transport (w/muxing) Loop, muxing, and Transport	Same Quantity and Intervals as DS3 Dedicated Transport	
Additional Loop Installation	Same Quantity and Interval of DS3 Loops	
Miscellaneous		
Stand Alone Number Portability	1 – 10	3
	11 +	7
Directory Listing	1 – 10	3
	11 – 20	7
	21+	10

Resold Retail Product Provisioning Intervals.

PRODUCT	QUANTITY	INTERVAL (DAYS)
Plain Old Telephone Service (POTS) includes installation, moves, add/delete Features & PIC Chages.	Any	3 Days
Key System/PBX Trunks	Any	3 Days
Centrex	Any	10 Business Days (new system installation) 3 Business Days (Add/Changes)
DID	Any	3 Days

RESOLD SPECIAL ACCESS PROVISIONING INTERVALS		
PRODUCT	QUANTITY	INTERVAL (DAYS)
DDS	1 – 8	7
	9+	Negotiate
DS1	1 – 5	7
	6+	Negotiate
DS3	ALL	Negotiate
VGPL	1 – 8	5

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	9 – 16 17 – 24 25+	7 9 Negotiate
BRI - RES	1 – 8 9+	10 Negotiate
- BUS	1 – 8 9+	5 Negotiate
PRI	24 – 120 121+	9 Negotiate
OCn	ALL	Negotiate

Moreau Schedule D

ARTICLE XV: PERFORMANCE MEASURES AND PROVISIONING INTERVALS

1.0 SERVICE QUALITY

- 1.1 The Parties recognize that this Agreement will establish new business processes and that the costs for developing and implementing those new business processes, including monitoring and reporting mechanisms, will be borne on a non-discriminatory and competitively neutral basis by CLECs through non-recurring charges applied to UNEs, interconnection facilities, and resale services. The Parties expect that experience will show whether new measurements are needed or whether existing measurements are not needed. Either Party, therefore, may request the addition, deletion or modification of the measures set forth in this Article. The Parties shall work together to resolve such issues promptly and they expect that resolution of such issues shall take into account and reflect industry solutions and experience in addressing similar issues. In the event that the Parties cannot agree on such addition, deletion or modification, then the Party seeking the addition, deletion or modification may initiate the Dispute Resolution provisions of this Agreement.
- 1.2 Performance Measures - CenturyTel or Socket, as applicable, shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay or credit any penalties for violation of the performance standards that are required by Applicable Law or regulation.
- 1.2.1 CenturyTel's performance under this Agreement shall be provided to Socket at parity with the performance CenturyTel provides for itself for like services. Additionally, CenturyTel will provide the services set forth in this Agreement in accordance with Performance Measurements (PM) and other measurements of quality set forth in Appendix – Performance Measures and elsewhere in the Agreement.
- 1.3 Provisioning Intervals – CenturyTel shall adhere to the Provisioning Intervals set forth in Appendix – Provisioning Intervals.
- 1.3.1 These Provisioning Intervals are to be measured in Business Days or Business Hours.
- 1.3.2 Unless specifically stated in the individual PM, the Provisioning Intervals begin at the start of the Business Day following the day the order or request was received by CenturyTel, for purposes of calculating compliance with the Provisioning Interval. For purposes of this Article, "received" shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.
- 1.3.3 Subject to exceptions for good faith, force majeure events, other delays not caused by CenturyTel, or as otherwise set forth below, these intervals are all inclusive in conclusive. There is, for example, no additional time allotted for tasks not specifically included in the

Provisioning Interval (i.e., CenturyTel is not allowed an additional two-days to re-type an order unless the Provisioning Interval specifically permits additional times).

2.0 COORDINATED IMPLEMENTATION TEAM

- 2.1 The Parties understand that the arrangements and provision of services, network elements and ancillary functions described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to cooperate in good faith with each other to mutually form a team (the "Coordinated Implementation Team"), which shall develop and identify any additional processes, guidelines, specifications, standards, terms and conditions necessary for the provision of the services, network elements and ancillary functions, and for the specific implementation of each Party's obligations. Within five (5) days after the Effective Date, each Party shall designate, in writing, a designated coordinator not more than four (4) persons to be permanent members of the Coordinated Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its designated coordinator representatives on the Coordinated Implementation Team by delivering written notice thereof to the other Party.
- 2.2 Except as otherwise agreed upon by the Parties, on a mutually agreed upon day and time once a month during the Term of this Agreement, the Coordinated Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly session, the Parties may will discuss some or all of the following: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services, network elements and ancillary functions provided under this Agreement; (iii) the Parties' compliance with the Performance Measures set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties, through their designated coordinator representatives on the Coordinated Implementation Team or such other appropriate representatives, may will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.
- 3.0 IF CENTURYTEL FAILS TO MEET THE METRICS SET FORTH FOR A PARTICULAR PERFORMANCE MEASURE SET FORTH IN APPENDIX - PERFORMANCE MEASURES FOR THREE CONSECUTIVE MONTHS, UPON NOTICE FROM SOCKET THAT SUCH A REQUIREMENT HAS ARISEN.

CENTURYTEL SHALL IMPLEMENT A GAP CLOSURE PLAN TO IMPROVE PERFORMANCE. THE INTENT OF A GAP CLOSURE PLAN IS TO IDENTIFY AND EXPEDITIOUSLY IMPLEMENT THOSE ACTIONS NECESSARY TO CLOSE PERFORMANCE GAPS TO THE ACCEPTABLE LEVELS OF PERFORMANCE ESTABLISHED BY THE PARTIES UNDER THIS AGREEMENT AND THIS ARTICLE (THE "BENCHMARKS"). THE PARTIES ANTICIPATE GAP CLOSURE PLANS WILL TYPICALLY BE OF SIX TO NINE MONTHS'S DURATION. CENTURYTEL WILL COMPLETE PREPARATION OF THE GAP CLOSURE PLAN WITHIN 20 BUSINESS DAYS OF NOTICE FROM SOCKET THAT CENTURYTEL HAS FAILED TO SATISFY A METRIC SET FORTH IN APPENDIX - PERFORMANCE MEASURES FOR THREE CONSECUTIVE MONTHS AND THAT CENTURYTEL'S PERFORMANCE REQUIRES A GAP CLOSURE PLAN IS REQUESTED.

- 3.1 The Gap Closure Plan may, but need not, will include some or all of the following features:
 - 3.1.1 Proposed steps, processes, and/or methodology for bringing CenturyTel's performance into compliance with the applicable PM that CenturyTel failed to meet for three consecutive months, and evaluation of the opportunity for continuous improvement, systems enhancements and re-engineering,
 - 3.1.2 forecasted improvement to the desired performance level for each issue or initiative,
 - 3.1.3 evaluation of pertinent change in period results,
 - 3.1.4 an anticipated date for compliance with the PM(s) for which the Gap Closure Plan was requested by Socket set forth in this Article, and
 - 3.1.5 an agreed upon date for meeting the PM(s).
- 3.2 Once CenturyTel completes the Gap Closure Plan and provides this plan to Socket, the Parties shall meet within five Business Days to discuss mutually approve the plan. In total, the **mutually agreed** Gap Closure Plan will be completed within 25 business days from the date when Socket notified CenturyTel that such a plan is required. In the event the parties are unable to reach agreement on the Gap Closure Plan, either Party may request that the Staff of the Missouri Public Service Commission participate in informal mediation or may make invoke the Dispute Resolution provisions of this Agreement.
- 3.3 Following implementation, the Gap Closure Plans will be reviewed monthly, or more frequently as updated data and analysis are available.
- 3.4 The specific measurements that apply to this Agreement are described in Appendix - Performance Measures.
- 4.0 PERFORMANCE INCENTIVES

- 4.1 Upon notice from Socket that~~If CenturyTel has failed~~s to meet an applicable PM for three ~~consecutive~~Contract Months, CenturyTel must thereafter, at Socket's request, submit to Socket a Gap Closure Plan consistent with the requirements set forth in Section 3 above.
- 4.2 If CenturyTel fails within the prescribed time period to submit a Gap Closure Plan to Socket, Socket shall receive a credit or payment of Five Hundred Dollars (\$500) ~~Five Thousand Dollars (\$5,000)~~ Said credit or payment shall be made within five (5) days of Socket demand.
- 4.3 When CenturyTel and Socket finalize a Gap Closure Pan, CenturyTel will commence implementation of that plan as soon as is reasonably practicable under the applicable circumstances~~immediately~~. If CenturyTel fails to meet its commitments under the Gap Closure Plan, Socket shall receive a credit or payment, as appropriate, in the sum of up to One Thousand Five Hundred Dollars (\$1,500) ~~Fifteen Thousand (\$15,000)~~ which shall be credited or payable on demand within five (5) business days, as set forth below.
- 4.3.1 Credit or payment of Five Hundred Dollars (\$500) ~~Five Thousand Dollars (\$5,000)~~ for failure to implement the process improvements outlined in the plan. The parties may, upon mutual agreement, modify the process improvement in the plan during the life of the plan.
- 4.3.2 Credit or payment of Five Hundred Dollars (\$500) ~~Five Thousand Dollars (\$5,000)~~ for failure to achieve performance improvements by the completion date of the approved Gap Closure Plan.
- 4.3.3 Credit or payment of Five Hundred Dollars (\$500) ~~Five Thousand Dollars (\$5,000)~~ for failure to complete the Gap Closure Plan on Schedule.
- 4.4 The purpose of the credits or payments described above or set forth in Appendix – Performance Measures are to serve as an incentive for CenturyTel or Socket to achieve appropriate performance and to provide credit or liquidated damages, because actual damages are difficult to ascertain. They are not a substitute for either Party's right to institute dispute resolution processes set forth elsewhere in this Agreement.
- 4.5 CenturyTel is committed to service parity. Both parties recognize that a sufficient volume of orders must be processed before a Performance Measurement can exhibit with a degree of confidence that parity does or does not exist.
- 4.5.1 The Parties agree to a "transition period" where process data will be accumulated and discussed. This information will assist the designated coordinators in their development and implementation of processes.

4.5.2 For Performance Measurements, once Socket's order volume reaches a level of one hundred fifty (150) orders for three (3) consecutive months, a ninety (90) grace period shall commence, and thereafter, the performance incentives shall fully apply.

4.6 Capacity Planning

The Parties acknowledge that in order to meet the Performance Measurements specified in this Article it is essential that Socket provide an accurate forecast of order volume activity to CenturyTel.

4.6.1 Socket will annually provide CenturyTel with a two (2) year rolling forecast of its service requirements.

4.6.2 Socket will provide CenturyTel a per month quarterly forecast of service order volumes, quantities of Resale, UNE, and UNE Combinations on a state-wide basis. These forecasts will be furnished at least one month before the beginning of the quarter covered by the forecast. These projections will allow CenturyTel to provide sufficient Staff for the projected demand and to secure appropriate inventories to meet Socket's requirements. In the even that the first month of Socket's next quarterly forecast is greater than ten (10%) percent of the last month of the current quarter forecast, Socket will notify CenturyTel promptly of the increased order volume.

4.6.3 If Socket's order activity for a quarter is ten (10%) percent less than stated in its forecast submission to CenturyTel for that quarter, then financial incentives as set forth in this Article will apply. If Socket actual order activity for a quarter exceeds the level stated in its forecast submission to CenturyTel for that quarter, then the remedies applicable to missed service order commitments and preparation of Gap Closure Plans shall not apply.

4.7 Prerequisite to Application of Remedies. The PMs shall apply from the Effective Date. The remedies set forth in the tables attached to this Article shall not apply until Socket has provided notice to CenturyTel that it has failed to meet one or more measured benchmarks for each of three (3) consecutive months ("Benchmark Default Notice"). The remedies shall apply beginning in the first full month that begins not less than forty-five (45) days following CenturyTel's receipt of a Benchmark Default Notice.

APPENDIX – PROVISIONING INTERVALS

UNE Provisioning Intervals

PRODUCT	QUANTITY	INTERVAL (DAYS)
Loops¹		
8.0 dB 2 Wire Loop	1 – <u>5</u> 10	<u>3 4 Business Days</u>
	11 – 20	7
	21 6+	10 Negotiate
5.0 dB 2 Wire Loop	1 – <u>5</u> 10	<u>3 4 Business days</u>
	11 – 20	7
	21 6+	10 Negotiate
2 Wire Digital Loop	1 – <u>5</u> 10	<u>4 Business Days</u>
	11 – 20	10
	21 6+	Negotiate
4 Wire Analog Loop	1 – <u>5</u> 10	<u>3 4 Business Days</u>
	11 – 20	7
	21 6+	10 Negotiate
4 Wire Digital Loop	1 – <u>5</u> 10	<u>3 4 Business Days</u>
	11 – 20	7
	21 6+	10 Negotiate
DS1 Loop	1 – <u>5</u> 20	<u>5 15 Business Days</u>
	21 6+	Negotiate
DS3 Loop	<u>ALL</u> 1 – 20	10 Days
	21 +	Negotiate
Dedicated Transport		
DS1 Dedicated Transport	1 – <u>5</u> 20	<u>5 15 Business Days</u>
	21 6+	Negotiate
DS3 Dedicated Transport	<u>ALL</u> 1 – 20	5
	21+	Negotiate
EEL and Commingled Combinations²		
<u>All</u>	<u>Negotiate</u>	
DS0 Loop(s) to DS1 Transport (w/muxing) Loop, muxing, and Transport	Same Quantity and Intervals as DS1 Dedicated Transport	
Additional Loop Installation	Same Quantity and Interval of DS0 Loop(s)	

¹ Loop Category includes both Loops with number porting or without number porting.

² EEL Category includes both EELs with number porting or without number porting

DS1 Loop to DS1 Transport	Same Quantity and Interval of DS1 Dedicated Transport	
DS1 Loop(s) to DS3 Transport (w/muxing) Loop, muxing, and Transport	Same Quantity and Intervals as DS3 Dedicated Transport	
Additional Loop Installation	Same Quantity and Interval of DS3 Loops	
Miscellaneous		
Stand Alone Number Portability	1 – <u>5</u> 10 11 <u>6</u>+	<u>3 4 Business Days</u> <u>7 Negotiate</u>
Directory Listing	1 – 10 11 – 20 21+	3 7 10

Resold Retail Product Provisioning Intervals.

PRODUCT	QUANTITY	INTERVAL (DAYS)
Plain Old Telephone Service (POTS) includes installation, moves, add/delete Features & PIC Changes.	<u>1-20</u> Any	<u>3 4 Business Days</u>
<u>Plain Old Telephone Service (POTS) includes installation, moves, add/delete Features & PIC Changes.</u>	<u>21+</u>	<u>Negotiate</u>
Key System/PBX Trunks	<u>1-5</u> Any	<u>3 4 Business Days; where additional or new facility or design is required, 15 Business Days</u>
<u>Key System/PBX Trunks</u>	<u>6+</u>	<u>Negotiate</u>
Centrex	<u>1-5</u> Any	<u>15 10 Business Days (new system installation) 3 Business Days (Add/Changes)</u>
<u>Centrex</u>	<u>6+</u>	<u>Negotiate</u>
DID	<u>1-5</u> Any	<u>3 4 Business Days; where additional or new facility or design is required, 15 Business Days</u>
<u>DID</u>	<u>6+</u>	<u>Negotiate</u>

RESOLD SPECIAL ACCESS PROVISIONING INTERVALS		
PRODUCT	QUANTITY	INTERVAL (DAYS)
DDS	1 - <u>5</u> 8	<u>7</u> 15 Business Days
	<u>6</u> 9+	Negotiate
DS1	1 - 5	<u>7</u> 15 Business Days
	6+	Negotiate
DS3	ALL	Negotiate
VGPL	1 - <u>5</u> 8	<u>5</u> 15 Business Days
	9 - 16	7
	17 - 24	9
	<u>6</u> 25+	Negotiate
BRI <u>or</u> PRI - RES	1 - <u>5</u> 8	<u>10</u> 15 Business Days
	<u>6</u> 9+	Negotiate
- BUS	1 - 8	5
	9+	Negotiate
PRI	24 - 120	9
	121+	Negotiate
OCn	ALL	Negotiate

APPENDIX – PERFORMANCE MEASURES

1. Tables 1-5 below list all the Performance Measures (PM) applicable under this Agreement for each of the pre-ordering/ordering, provisioning, maintenance and repair, interconnection and additional functions measures. In each Table, the following columns contain certain information:
 - 1.1 Column 1 lists the PM Number;
 - 1.2 Column 2 identifies the PM Name;
 - 1.3 Column 3 sets forth a brief description of the measurement;
 - 1.4 Column 4 explains the PM Benchmark;
 - 1.5 Column 5 provides Definitions, Rules, Additional Terms, and Exclusions;
 - 1.6 Column 6 sets forth the all remedies, if any, to be paid in the event the defaulting party fails to meet the applicable Benchmark under the applicable rules and conditions in a particular Contract Month;
 - 1.7 Column 7 identifies which party is obligated to calculate performance under each PM.
2. The Remedy, if any, shall be as set forth in Column 6 of the incorporated Tables 1-5.
3. Definitions and Rules Applicable to All Performance Measurements. In addition to definitions contained in Tables 1-5, the following definitions shall apply:
 - 3.1. “Business Hours” are defined as CenturyTel’s CLEC Service Center’s normal hours of operation. Business Hours are daily, Monday – Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding CenturyTel observed holidays.
 - 3.2. “Business Days” are Monday-Friday, excluding CenturyTel observed holidays. A Business Day includes nine (9) consecutive Business Hours.
 - 3.3. “Start Date/Time” is the date and time that CenturyTel receives a Socket request or order for which CenturyTel or Socket’s performance is to be measured in accordance with this Article. If Start Date/Time is outside of Business Hours, the Start Date/Time is deemed to be 8:00 a.m. on the next Business Day.
 - 3.4. “End Date/Time” is the date and time that CenturyTel transmits a measured response by fax or electronic mail or completes a measured task.
 - 3.5. “Close of the Business Day” is 5:00 p.m. local time.

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
1.1	Prompt Transmission of Requested Customer Service Record (CSR) - Retail	Percentage of CSRs returned to Socket within specified number of hours after CenturyTel receives them in a measured month.	85% of Socket requests for CSRs via web-based interface, telephone, fax, or e-mail will be provided to Socket within one Business Day (9 Business Hours) after CenturyTel receives the request.	<p>1. The interval set forth in this rule assumes historical order volumes. If or when Socket monthly CSR request volumes exceed 120% of the average monthly order volume for the three months preceding the date of Socket's request for negotiations pursuant to 47 U.S.C. §252(a)(1), the parties will negotiate the applicable interval for such orders. If agreement cannot be reached, then the parties will submit the issue to Dispute Resolution in accordance with the procedures set forth in this Agreement.</p> <p>2. For purposes of this Measurement, a "late returned CSR" is one that Socket properly requests, but that is returned to Socket more than one Business Day after CenturyTel receives the request.</p> <p>3. For purposes of this Measurement, an "excess late returned CSR" means, for any measured month in which the Benchmark is not achieved, a late</p>	For any measured month in which less than 85% of CSR requests are returned within one Business Day, CenturyTel will waive or credit to Socket the non-recurring charge(s) that would otherwise apply to a CSR request for each excess late returned CSR.	Socket

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				returned CSR in excess of the number necessary to cause the Benchmark not to be achieved.		

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
1.2	Erroneously Rejected Requests for CSRs	Percentage of CSRs erroneously rejected within a measured month.	CenturyTel will erroneously reject no more than 10% of Socket's CSR requests in a Month.	<p>1. Socket's submission of a request for a CSR shall be accompanied by certification that Socket has obtained an order for services from the customer. A CSR may be rejected where the requested record does not pertain to a CenturyTel customer.</p> <p>2. Subject to CenturyTel's audit rights with respect to customer authorizations and a general letter of authority, CenturyTel may not reject a request for a CSR because CenturyTel does not believe Socket has the authority to view Customer Proprietary Network Information ("CPNI") unless CenturyTel has a good faith basis to believe the customer at issue has not authorized release of its CPNI.</p> <p>3. For purposes of this Measurement, an "erroneously rejected request" is one that results from a Socket request that CenturyTel is obligated under the terms</p>	For any measured month in which CenturyTel erroneously rejects more than 10% of Socket's CSR requests, CenturyTel will waive and/or credit to Socket the non-recurring charge(s) that would otherwise apply to each excess erroneously rejected request.	Socket

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>of this Agreement to respond to with the delivery of a CSR, but for which CenturyTel fails to deliver the CSR.</p> <p>4. For purposes of this Measurement, "excess erroneously rejected request" means, for any measured month in which the Benchmark is not achieved, an erroneously rejected request in excess of the number necessary to cause the Benchmark not to be achieved.</p> <p>5. The parties will jointly determine when a CSR has been erroneously rejected.</p>		

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
1.3	Percent Erroneous Orders	Percentage of Socket orders that contain one or more errors in a measured month.	Socket will submit no more than 5% of its orders with errors in the measured month.	<ol style="list-style-type: none"> 1. Socket will initially submit its Service Orders in complete and accurate form at least 95% of the time. 2. Socket's accuracy will be measured for each month. 3. For purposes of this Measurement, an "erroneous order" is one that has one or more errors upon CenturyTel's receipt. 4. For purposes of this Measurement, "excess erroneous order" means, for any measured month in which the Benchmark is not achieved, an erroneous order Socket submits and CenturyTel receives in excess of the number necessary to cause the Benchmark not to be achieved. 	For any month in which at least 95% of Socket's Service Orders are not accurate and complete as initially submitted, Socket will pay a \$25 non-recurring charge per excess erroneous order .	CenturyTel

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
1.4	Percent Erroneous Manual Orders Rejected within 9 Business Hours.	Percentage of Socket's erroneous orders for Resale, UNE, and Interconnection that CenturyTel rejects within the specified number of Business Hours after receipt.	CenturyTel will return 95% of rejected Orders each month to Socket within 9 Business Hours after CenturyTel receives each order.	<ol style="list-style-type: none"> 1. This measurement captures the time between submission and rejection of erroneous LSRs and ASRs that (a) are submitted via CenturyTel's existing CLEC ordering system; and (b) are manually submitted via fax or e-mail. 2. This PM applies only to the extent that 95% or more of Socket's Service Orders in the measured month are complete and accurate as initially submitted. 3. For purposes of this Measurement, "late rejected order" means an order that is rejected more than 9 Business Hours after CenturyTel receives it. 4. For purposes of this Measurement, "excess late rejected order " means, for any measured month in which the Benchmark is not achieved, a late rejected order in excess of the number necessary to cause the 	If CenturyTel does not meet the Benchmark in a measured month, CenturyTel will waive and/or credit to Socket the non-recurring service order charge(s) that would otherwise apply to each excess late rejected order.	Socket

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				Benchmark not to be achieved.		

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
15	Percent of Firm Order Confirmations (FOCs) Returned on Time for LSR and ASR Requests	Percentage of FOCs of complete and accurate LSRs and ASRs not meeting the Excluded Order Criteria returned to Socket within specified number of hours after CenturyTel receives them in a measured month.	Each month, CenturyTel shall return more than 85% of FOCs of complete and accurate LSRs and ASRs not meeting the Excluded Order Criteria within X Business Hours of receipt. X = 18 Business Hours for Simple Orders X = 36 Business Hours for Complex Orders	<p>1. Excluded Order Criteria include:</p> <p>a. Rejected LSRs/ASRs, Interconnection Orders, Services ordered out of Access Tariff;</p> <p>b. For all:</p> <p style="padding-left: 40px;">Duplicate Order Numbers Canceled or supplemented orders without confirmation issuance Orders requiring special handling Orders delayed because of scheduled downtime hours</p> <p>2. This PM applies only to orders placed in a measured month in which 95% or more of Socket's Service Orders are initially submitted in complete and accurate form.</p> <p>3. For purposes of this Measurement, "late FOC" means an FOC that is returned to Socket more than 18 Business Hours after CenturyTel receives the</p>	If CenturyTel does not meet the Benchmark in a measured month, CenturyTel will waive and/or credit Socket the non-recurring service order charge that would otherwise apply to each order for which there is an excess late FOC.	Socket

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>applicable service order for a Simple Orders or more than 36 Business Hours after CenturyTel receives a Complex Order.</p> <p>3. For purposes of this Measurement, "excess late FOC" means, for any measured month in which the Benchmark is not achieved, a late FOC in excess of the number necessary to cause the Benchmark not to be achieved.</p> <p>4. For purposes of this Measurement, "Simple Orders" means Socket orders for resold services (1 - 4 lines) and 2 and 4 wire UNE loops (1 - 4 loops), and "Complex Orders" are all other orders.</p>		

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
1.6	ASRs and LSRs erroneously rejected.	Percentage of Socket ASRs or LSRs CenturyTel erroneously rejects in a measured month.	CenturyTel will erroneously reject no more than 10% of Socket's total number of ASRs or LSRs in a measured month.	<p>1. Subject to CenturyTel's audit rights with respect to customer authorizations and a general letter of authority, CenturyTel may not reject a request for an ASR or LSR because CenturyTel does not believe Socket has the authority to view CPNI unless CenturyTel has a good faith basis to believe the customer at issue has not authorized release of its CPNI.</p> <p>2. An "erroneously rejected" ASR or LSR is one for which none of the errors listed in the reject notice are present in the LSR or ASR.</p> <p>3. For purposes of this Measurement, "excess erroneously rejected" ASR or LSR means, for any measured month in which the Benchmark is not achieved, an erroneously rejected ASR or LSR that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p> <p>4. The parties will jointly determine</p>	If CenturyTel does not meet the Benchmark in a measured month, CenturyTel will waive or credit to Socket the non-recurring service order charge(s) that would otherwise apply to each excess erroneously rejected ASR or LSR.	Socket

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				when an ASR or LSR has been erroneously rejected.		

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
1.7	Accurate Order Forecasts	Accuracy of the quarterly order forecasts for resale, UNE and UNE Combinations provided by Socket no later than 30 days prior to the quarter in question.	Volume of Socket's resale, UNE and UNE Combination requirements in a month is not greater than 10% below the amount forecast by Socket in its most recent quarterly forecast.	1. Socket will provide forecasts of expected volume of resale, UNE and UNE Combination requirements anticipated in a month as required in the applicable Article or Articles.	For any month in which the Benchmark is breached, Socket shall pay: 1. 20 percent of the Average Non-Recurring Charges for the number of service units below the forecast when the actual volume is greater than 10% and less than or equal to 30% under forecast. 2. 40 percent of the Average Non-Recurring Charges for the number of service units below the forecast when the actual volume is greater than 30% and less than or equal to 40% under forecast. 3. 50 percent of the Average Non-Recurring Charges for the number of service units below the forecast when the actual volume is over 40% under the forecast.	CenturyTel

Table 1.

Performance Measurements for Pre-Ordering/Ordering

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
1.8	Line Loss Notification Returned within One Business Day of Work Completion	Percentage of line loss notifications returned to Socket within one Business Day of completion of work.	CenturyTel will return a line loss notification of lost resold lines to Socket within one Business Day of completion of work at least 95% of the time for a measured month.	<p>1. A "late line loss notification" is a line loss notification that CenturyTel sends to Socket to report lost resale lines more than one Business Day after completion of work.</p> <p>2. For purposes of this Measurement, a "excess late line loss notification" means, for any measured month in which the Benchmark is not achieved, a late line loss notification sent to Socket in a measured month that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p>	If CenturyTel does not meet the Benchmark in a measured month, CenturyTel shall waive and/or credit Socket the non-recurring service order charge(s) that would otherwise apply to each order for which there is an excess late line loss notification."	Socket

Table 2.

Performance Measurements for Provisioning – Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
2.1	Due Date Commitments Met	Percent of Socket install service orders (including installation of resold services, UNEs and UNE combinations) for which service is installed by Close of Business Day on the Committed Due Date .	CenturyTel will complete install service orders for Socket by Close of Business Day on the Committed Due Date not more than 5 percent of the time less than CenturyTel completes install service orders for its own retail customers by Close of Business Day on the Committed Due Date.	<p>1. Until CenturyTel demonstrates a different percentage of performance, it will be presumed that CenturyTel will meet 80% of its Committed Due Dates for its retail customer installs.</p> <p>2. The "Committed Due Date" shall be defined as follows: (a) for Socket, the Committed Due Date for orders shall be based upon the Provisioning Interval set forth in Appendix - Provisioning Intervals or sooner upon mutual agreement of the Parties; or (b) for CenturyTel, the Committed Due Date for orders shall be the date reflected on the FOC or revised FOC for the time of completion.</p> <p>3. The due time for the Committed Due Date for Socket orders shall be 5:00 p.m. on the Committed Due Date reflected on the FOC for uncoordinated orders or as otherwise specified or agreed to among the parties. For coordinated Socket</p>	For any measured month in which CenturyTel fails to meet the benchmark, CenturyTel will waive the non-recurring charge(s) that would otherwise apply to order associated with each excess missed Committed Due Date.	Socket

Table 2.

Performance Measurements for Provisioning - Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>orders, the due time of the Committed Due Date shall be date and time agreed to by the Parties.</p> <p>4. For purposes of this Measurement, a "missed Committed Due Date" is one that Socket properly requests, but that is returned to Socket more than one Business Day after CenturyTel receives the request.</p> <p>5. For purposes of this Measurement, an "excess missed Committed Due Date" means, for any measured month in which the Benchmark is not achieved, a missed Committed Due Date that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p> <p>6. Exclusions include:</p> <p>(a) All orders where (i) the Committed Due Date was missed because of the Socket Customer or Socket caused the delay; (ii) declared natural disasters or other force majeure events; or (iii) other</p>		

Table 2.

Performance Measurements for Provisioning - Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>reasons as mutually agreed among the Parties.</p> <p>(b) The following instances are also excluded from this measure:</p> <p style="padding-left: 40px;">(i) Canceled Service Orders; or</p> <p style="padding-left: 40px;">(ii) Orders missed for lack of facilities or incorrect facilities records reasons.</p>		

Table 2.

Performance Measurements for Provisioning - Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
2.2	Not included					

Table 2.

Performance Measurements for Provisioning - Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
2.3	Percent Trouble Reports Within 30 Days of Installation	Percentage of New or Moved Circuits, including resold circuits, UNEs and combinations of UNEs, measured on a per customer basis, for which a Trouble Report is received within 30 calendar days of completion.	CenturyTel will provision 94% or more of the New or Moved Circuits, including resold circuits, UNEs and combinations of UNEs, measured on a per customer basis, without a Trouble Report arising within 30 calendar days of service order completion, or at parity with CenturyTel.	<p>1. "Subsequent Reports" are repair reports that are received while an existing trouble ticket is open for the same phone number.</p> <p>2. Trouble Reports do not include trouble reported relating to unbundled DS1 loops where Socket chooses not to do cooperative testing or acceptance testing between Socket and CenturyTel.</p> <p>3. For purposes of this Measurement, a "Proximate Trouble Report" is a Trouble Report that arises within 30 calendar days of service order completion on the same circuit.</p> <p>4. For purposes of this Measurement, an "Excess Proximate Trouble Report" means, for any measured month in which the Benchmark is not achieved, a Proximate Trouble Report that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p>	For any measured month in which the Benchmark is not met, CenturyTel will waive the monthly recurring charge(s) that would otherwise apply to each resold service, UNE, or UNE combination associated with each Excess Proximate Trouble Report.	Socket

Table 2.

Performance Measurements for Provisioning – Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>5. Exclusions. The following are excluded:</p> <ul style="list-style-type: none"> (a) Subsequent Reports; (b) Troubles 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) (c) Trouble reported on the Order Completion Date, or trouble reported prior to service order completion in CenturyTel's system; (d) Trouble reported by CenturyTel employees in the course of performing preventative maintenance, where no customer has reported trouble; (e) Trouble reported but not found; (f) Trouble for DSL loops longer than 12,000 feet with load coils, repeaters, and/or excessive bridged tap for which Socket has not authorized conditioning, unless trouble is found in the 		

Table 2.

Performance Measurements for Provisioning - Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				corresponding Central Office; or (g) Trouble caused by a lack of digital test capabilities on BRI and IDSL capable loops when acceptance testing is available but is not selected by Socket.		

Table 2.

Performance Measurements for Provisioning – Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
2.4	Not included					

Table 2.

Performance Measurements for Provisioning – Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
2.5	Coordinated Hot Cut (CHC)	The Percentage of CHC LNP with loop facilities where an outage occurs.	Donor will cause an outage of more than 4 Business Hours on CHC LNP with loop facilities in not more than 5% of completed CHC LNP with loop facilities orders.	<p>1. An "outage" is defined as a disconnect for a CHC where (1) Donor begins the cutover before being contacted by Recipient to proceed; and (2) Recipient submits a trouble report within one Business Day of the cutover.</p> <p>The "Donor" is the party receiving the number port request and is relinquishing the ported number. The "Recipient" is the Party initiating the number port request and is receiving the ported number.</p> <p>2. An outage will not be counted for purposes of this performance measure if Recipient causes the outage (e.g., no dial tone) or Recipient's end user does not allow Donor to completed the CHC within the designated interval.</p> <p>3. For purposes of this Measurement, means, for any measured month in which the Benchmark is not achieved, an</p>	For any measured month in which the Benchmark is not met, Recipient will waive the non-recurring charge(s) that would otherwise apply to the order associated with each Excess Outage.	Recipient

Table 2

Performance Measurements for Provisioning - Retail Circuits

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				"Excess Outage" is an Outage that occurs in excess of the number necessary to cause the Benchmark not to be achieved.		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
3.1	Percent Trouble Reports	Measurement of customer direct or referred troubles reported on Socket's Access Lines provisioned via resale, UNE, or combinations of UNEs — other than installation troubles or repeat troubles— where the trouble disposition was found to be in CenturyTel's network.	Trouble Reports measured on a per customer basis on Socket's Access Lines that CenturyTel provisions via resale, UNE, or combinations of UNEs — other than installation trouble, or repeat trouble, or subsequent reports—will not exceed 6% of Socket's total customers provisioned via resale, UNEs, or	<p>1. "Subsequent Reports" are repair reports that are received while an existing trouble ticket is open for the same phone number.</p> <p>2. Trouble Reports do not include trouble reported relating to unbundled DS1 loops where Socket chooses not to do cooperative testing or acceptance testing between Socket and CenturyTel.</p> <p>3. For purposes of this Measurement, an "Excess Trouble Report" means, for any measured month in which the Benchmark is not achieved, a Trouble Report that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p> <p>4. Exclusions. The following are excluded:</p> <p>(a) Subsequent Reports;</p> <p>(b) Trouble beyond CenturyTel's control (e.g., trouble caused by customer</p>	For any measured month in which CenturyTel fails to meet the benchmark, CenturyTel will waive or credit the monthly recurring charge that would otherwise apply to each resold service, UNE, or UNE combination associated with each Excess Trouble Report.	Socket

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
			combinations of UNEs leased from CenturyTel, or at parity with CenturyTel.	<p>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)</p> <p>(c) Trouble reported on the Order Completion Date, or trouble reported prior to service order completion in CenturyTel's system;</p> <p>(d) Trouble reported by CenturyTel employees in the course of performing preventative maintenance, where no customer has reported trouble;</p> <p>(e) Trouble reported but not found;</p> <p>(f) Trouble for DSL loops longer than 12,000 feet with load coils, repeaters, and/or excessive bridged tap for which Socket has not authorized conditioning, unless trouble is found in the corresponding Central Office; or</p> <p>(g) Trouble caused by a lack of digital test capabilities on BRI and IDSL capable loops when acceptance testing is available but is not selected by Socket.</p>		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
3.2	Percentage of Repair Commitment Met	Measurement of the percentage of Repair Commitments met for clearing trouble on resold services, UNEs, and combinations of UNEs.	CenturyTel will meet 90% of out-of-service Repair Commitments made on resold services, UNEs, and combinations of UNEs provided to Socket, or meet Repair Commitments for Socket at Parity with CenturyTel retail.	<p>1. As set forth in Article IX of this Agreement, each time that Socket reports trouble on a resold service, UNE or combination of UNEs leased from CenturyTel, Socket will be given a "Repair Commitment" for when CenturyTel will restore service. (All out-of-service repairs shall be given a 24-hour Repair Commitment, and only such repairs shall be included in calculating results under this Performance Measurement.)</p> <p>2. Repair Commitments not met because of customer caused delays, Socket caused delays, and delays caused by declared natural disasters or other force majeure events shall not be counted.</p> <p>3. The "Cleared Time" for a Repair Commitment is the date and time that CenturyTel personnel clear the repair activity.</p>	For any measured month in which CenturyTel fails to meet the Benchmark, CenturyTel will waive or credit the monthly recurring charge that would otherwise apply to the resold service, UNE, or UNE combination associated with each Excess Unmet Commitment.	Socket

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>4. If the Cleared Time is not at or before the Repair Commitment, the report will be classified as an "Unmet Commitment."</p> <p>5. An "Excess Unmet Commitment" means, for any measured month in which the Benchmark is not achieved, an Unmet Commitment that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p> <p>6. Exclusions. The following are excluded:</p> <ul style="list-style-type: none"> (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, DXC/CAP, etc., or equipment or facilities that are not in CenturyTel's network) (c) Trouble reported on the Order Completion Date, or trouble reported prior to service order completion in 		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>CenturyTel's system;</p> <p>(d) Trouble reported by CenturyTel employees in the course of performing preventative maintenance, where no customer has reported trouble;</p> <p>(e) Trouble reported but not found;</p> <p>(f) Trouble for DSL loops longer than 12,000 feet with load coils, repeaters, and/or excessive bridged tap for which Socket has not authorized conditioning, unless trouble is found in the corresponding Central Office; or</p> <p>(g) Trouble caused by a lack of digital test capabilities on BRI and IDSL capable loops when acceptance testing is available but is not selected by Socket.</p>		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
3.3	Mean Time to Restore Service	Measurement of the average trouble duration interval from the Start Time for a Trouble Report until the Completed Time for the Trouble Report.	CenturyTel shall clear Trouble Reports in an average Clearing Time at Parity with CenturyTel retail for 90% of Trouble Reports not requiring Unusual Repair.	<p>1. "Clearing Time" is defined as "Completed Time" minus "Start Time."</p> <p>2. For purposes of this measure, the "Start Time" will be the time that CenturyTel receives a complete and accurate Trouble Report from Socket.</p> <p>3. For purposes of this measure, the "Completed Time" will be the time that CenturyTel clears the ticket.</p> <p>4. For purposes of this measure, the failure to restore service at or before the average Clearing Time will result in an event of "Unmet Clearing Time."</p> <p>5. For purposes of this Measure, "Excess Unmet Clearing Time" means, for any measured month in which the Benchmark is not achieved, an event of Unmet Clearing Time that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p>	For any measured month in which CenturyTel fails to meet the Benchmark, CenturyTel will waive or credit the monthly recurring charge that would otherwise apply to the resold service, UNE, or UNE combination associated with each Excess Unmet Clearing Time.	Socket

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>6. "Subsequent Reports" are repair reports that are received while an existing trouble ticket is open for the same phone number.</p> <p>7. Trouble Reports do not include trouble reported relating to unbundled DS1 loops where Socket chooses not to do cooperative testing or acceptance testing between Socket and CenturyTel.</p> <p>8. Exclusions. The following are excluded:</p> <ul style="list-style-type: none"> (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) (c) Trouble reported on the Order Completion Date, or trouble reported prior to service order completion in 		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>CenturyTel's system;</p> <p>(d) Trouble reported by CenturyTel employees in the course of performing preventative maintenance, where no customer has reported trouble;</p> <p>(e) Trouble reported but not found;</p> <p>(f) Trouble for DSL loops longer than 12,000 feet with load coils, repeaters, and/or excessive bridged tap for which Socket has not authorized conditioning, unless trouble is found in the corresponding Central Office;</p> <p>(g) Trouble caused by a lack of digital test capabilities on BRI and IDSL capable loops when acceptance testing is available but is not selected by Socket; or</p> <p>(h) Trouble requiring "Unusual Repair" as set forth in 4 CSR 240-32.020(49).</p> <p>9. 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</p>		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				over whether a repair constituted an "Unusual Repair" shall be submitted to dispute resolution.		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
3.4	Repeat Trouble Reports Rate	Measurement of the percentage of Trouble Reports Cleared on resold services, UNEs, and combinations of UNEs that later are subject to a Qualifying Repeat Trouble Report.	The percentage of Qualifying Repeat Trouble Reports for Socket customers will be at Parity with the percentage of Qualifying Repeat Trouble Reports for CenturyTel retail customers.	<p>1. In the absence of actual measurements of parity, CenturyTel shall be presumed to have 10% of its Trouble Reports subject to a Qualifying Repeat Trouble Report.</p> <p>2. A "Repeat Trouble Report" is a Trouble Report on a resold service, a UNE, or a combination of UNEs that previously had network trouble cleared.</p> <p>3. A "Qualifying Repeat Trouble Report" is a Repeat Trouble Report on a resold service, a UNE, or a combination of UNEs that had network trouble cleared within 30 days of the most recent Trouble Report for that resold service, UNE, or combination of UNEs.</p> <p>4. For purposes of this Measure, "Excess Qualifying Repeat Trouble Report" means, for any measured month in which the Benchmark is not achieved, a</p>	For any measured month in which the Benchmark is not met, CenturyTel will waive or credit the monthly recurring charge that would otherwise apply to the resold service, UNE, or UNE combination associated with each Excess Qualifying Repeat Trouble Report.	Socket

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>Qualifying Repeat Trouble Report that occurs in excess of the number necessary to cause the Benchmark not to be achieved.</p> <p>5. Exclusions. The following are excluded:</p> <ul style="list-style-type: none"> (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) (c) Trouble reported on the Order Completion Date, or trouble reported prior to service order completion in CenturyTel's system; (d) Trouble reported by CenturyTel employees in the course of performing preventative maintenance, where no customer has reported trouble; (e) Trouble reported but not found; 		

Table 3.

Performance Measurements for Maintenance

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				<p>(f) Trouble for DSL loops longer than 12,000 feet with load coils, repeaters, and/or excessive bridged tap for which Socket has not authorized conditioning, unless trouble is found in the corresponding Central Office; or</p> <p>(g) Trouble caused by a lack of digital test capabilities on BRI and IDSL capable loops when acceptance testing is available but is not selected by Socket.</p>		

Table 4.

Performance Measurements for Interconnection

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
4.1	Interconnection Trunk Orders completed on Time	Measurement of Trunk Orders Submitted via ASR that are completed on or before commitment date	CenturyTel will complete Socket Interconnection Orders submitted via ASR (or such orders submitted by an authorized and approved agent of Socket) on or before the Commitment Due Date at a rate that is not more than 25% below the percent of switched access or interconnection trunking	<p>1. For purposes of this measurement, the following definitions apply:</p> <p>(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 or revised FOC for such order.</p> <p>(b) "Unmet Commitment Due Date—Interconnection" is a Commitment Due Date for a Socket order for Interconnection Trunks that CenturyTel fails to meet.</p> <p>(c) "Unmet Commitment Due Date—Access" is a Commitment Due Date for an order for CenturyTel switched access or interconnection trunking facilities that CenturyTel fails to meet.</p> <p>(d) "Percent Unmet Commitment Due Date—Interconnection" is the percentage of Socket orders for Interconnection</p>	For any measured month in which the Interconnection Benchmark Threshold is exceeded, CenturyTel will waive the non-recurring charge(s) that would otherwise apply to each Socket Interconnection Order for which there is an Excess Unmet Commitment Due Date—Interconnection.	CenturyTel

Table 4.

Performance Measurements for Interconnection

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
			facilities orders CenturyTel completes on or before the Commitment Due Date for all ordering companies.	<p>Trunks for which CenturyTel fails to meet the Commitment Due Date.</p> <p>(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.</p> <p>(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%.</p> <p>(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 necessary to cause</p>		

Table 4.

Performance Measurements for Interconnection

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
				the Benchmark not to be achieved. (h) This PM will not take effect until Socket places a minimum of eight (8) orders per month for interconnection for three (3) consecutive months that result in completion of installation.		

Table 5.

Performance Measurements--Additional Measures

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
5.1	911 Listings	Inclusion of Socket's Customers and phone numbers in the 911 Database	CenturyTel will include information regarding the customers that Socket submits to CenturyTel for inclusion in the 911 database at a level of accuracy at Parity with CenturyTel retail customers.	<p>1. Semiannually, by January 31 and July 31 of each year, Socket will request from CenturyTel a complete listing of all Socket customers that are included in the 911 database CenturyTel maintains (the "Socket 911 List").</p> <p>2. Within 30 calendar days of receipt of the Socket 911 List, Socket will verify the accuracy of the Socket 911 List and notify CenturyTel of the need for any corrections.</p>	If requested by Socket, CenturyTel will correct any erroneous listings contained in the 911 database it maintains within 5 Business Days of notification from Socket of an error.	Socket

Table 5.

Performance Measurements—Additional Measures

#	Measurement Name	Measurement	Benchmark	Rules and Additional Terms	Remedy	Party that Calculates Results
5.2	Directory Listings - White Pages	Measurement of any failure on the part of CenturyTel to include in a White Pages Directory the listing information of a Qualifying Socket Customer.	CenturyTel will accurately include the listing information of Qualifying Socket Customers in the appropriate directory at Parity with CenturyTel retail customers.	<p>1. A "Qualifying Socket Customer" is a retail customer Socket serves who is entitled under the terms and conditions of Article XVI of this Agreement.</p> <p>2. When Socket requests that a Qualifying Socket Customer's listing information be included in the Directory published by CenturyTel or third-party selected by CenturyTel, CenturyTel shall accurately include that information in the appropriate directory, as set forth in Article XVI of this Contract.</p>	If requested by Socket, CenturyTel will correct any erroneous listings contained in the Directory database it maintains within 5 Business Days of notification from Socket of an error.	Socket