Moreau Schedule B

ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)

1.0 INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the resale services, interconnection and UNEs provided under this Agreement so that Socket can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Missouri-specific agreement, CenturyTel's OSS is based upon a multi-state platform. In order to access OSS for transactions in other states, Socket must have OSS terms and conditions in such state.

2.0 DEFINITIONS

2.1 "ISCC" or "Information Support Call Center" means the call center for Socket to contact regarding issues related to OSS.

2.2 "LSC" means the Local Service Center (LSC) or Resale/CLEC Contact Service Center for CenturyTel.

2.3 "LOC" means the Local Operations Center (LOC) that operates 24 hours a day, 7 days week that Socket should contact in the event of network outages or network issues.

2.4 "Service Bureau Provider (SBP)" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing CenturyTel's OSS interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

3.0 GENERAL CONDITIONS

3.1 Interconnection, Resale and Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein. The Parties agree that electronic order processing is more efficient than manual order processing. Once electronic order processing is available, tested, and providing service at Parity, Socket will no longer submit orders manually (and CenturyTel shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 As discussed herein, electronic interface(s) means a Real Time Electronic Interface (EI) for transferring and receiving orders, FOCs, Order Completions, and other provisioning data and materials (e.g., access to Street Address Guide (SAG) and Telephone Number Assignment Data Base) as well as other functions necessary for Socket to operate at Parity with the retail operations of CenturyTel and its affiliates.

3.3 When Resale Service and UNE functions are not available via an electronic interface for the pre-order, ordering, provisioning, maintenance, and/or repair processes and where CenturyTel has functionally equivalent electronic interfaces that it uses in its own operations, CenturyTel will develop and implement an electronic interface the provides the equivalent functionality at parity. Such interface will be operational for Socket's use within nine months of the effective date of this agreement. Until such time as the electronic interfaces are operational, CenturyTel will provide the same functionality and information via facsimile or e-mail or other interface the Parties may mutually agree upon. In the event Electronic Interfaces are not available, CenturyTel is still obligated to perform at Parity with CenturyTel's own or its affiliates' retail operations and is still bound by the Performance Measures set forth elsewhere in this Agreement. Regarding electronic interfaces to be established or modified, the Parties agree to the following;

3.3.1 CenturyTel shall use OBF Standards and Guidelines in developing such systems.

3.3.2 The Parties shall meet monthly or as otherwise mutually agreed upon to discuss CenturyTel's progress in meeting the requirements of this Article. The purpose of these meetings will be for CenturyTel to provide status updates on its progress in providing the necessary modifications/additions/deletions to its OSS systems, Socket's role in testing the systems, and any changes to the Interconnection Agreement that are identified as the OSS system evolves.

3.3.3 The Staff of the Missouri Public Service Commission may also participate in these meetings.

3.4 Interfaces

3.4.1 When CenturyTel introduces interfaces, in accordance with the Change Management Process, those interfaces will be deemed automatically added to this Article unless CenturyTel believes there are essential terms and conditions unique to the new interface that are not included in this Article. In such case, CenturyTel shall use good faith reasonable efforts to notify Socket and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.

3.4.2 When CenturyTel retires interfaces in accordance with the Change Management Process, those interfaces will be deemed automatically deleted from this Article.

3.5 **Proper Use of OSS Interfaces:**

3.5.1 Socket agrees to utilize CenturyTel interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, local number portability, interconnection, and UNEs through CenturyTel. In addition, Socket agrees that such use will comply with CenturyTel's Data Connection Security Requirements as identified in Section 9 of this Article. Socket shall be responsible for and indemnifies CenturyTel against any cost, expense, or liability relating to any unauthorized entry or access into, or use or manipulation of CenturyTel's OSS from Socket systems, workstations or terminals or by Socket employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by Socket and shall pay CenturyTel for any and all damages caused by such unauthorized entry.

3.5.2 Within CenturyTel, Socket's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's customer where Socket has obtained an authorization for release of CPNI from the customer. Socket will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing a CPNI information.

3.5.2.1 Socket must maintain records of individual customers' authorizations for change in local exchange service and/or release of CPNI, which adhere to all requirements of state and federal law.

3.5.2.2 Socket is solely responsible for determining whether proper authorization has been obtained and holds CenturyTel harmless from any loss on account of Socket's failure to obtain proper CPNI consent from a customer.

3.6 **Audit of Socket Use of OSS**

In the event CenturyTel has good cause to believe that Socket has used CenturyTel OSS in a way that conflicts with this Agreement or Applicable Law, CenturyTel shall give Socket written notice describing the alleged misuse ("Notice of Misuse"). Socket shall respond in writing to CenturyTel's Notice of Misuse within ten (10) days after receipt of the Notice of Misuse. In the event Socket agrees with CenturyTel's allegation of misuse, Socket shall refrain from the alleged misuse during the term of this Agreement. In the event Socket disagrees with CenturyTel's

allegation of misuse, either Party may invoke Dispute Resolution pursuant to 3.6.1 below.

3.6.1   The Dispute Resolution Process set forth in the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with CenturyTel's security guidelines.   Except as otherwise set forth in this Article, Socket's liability for improper or unauthorized use of or access to CenturyTel's OSS shall be governed by the General Terms and Conditions of the Agreement.

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

3.7   CenturyTel shall establish and maintain an Information Services Call Center (ISCC) that provides for technical support function of OSS interfaces. Socket will also provide a single point of contact for technical issues related to Socket's interfaces.

3.8   CenturyTel shall provide support for the interfaces described in this Article. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. Each phone number will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interfaces.

Each Party shall also provide escalation procedures and contact information in the event escalations are necessary to resolve issues.

3.9 CenturyTel will provide Socket with access to the interfaces during the hours of operation that CenturyTel's own retail operations are open and retail representatives have access to similarly functioning or analogous systems that are used in CenturyTel's own retail operations. CenturyTel shall identify these hours (with time zone) and include them in CenturyTel Service Guide within 10 days of the effective date of the agreement. These hours of operation will continue to be listed in the CenturyTel Service Guide. CenturyTel shall notify Socket of any changes to these hours at least 14 days in advance.

3.10 CenturyTel shall list the business days and hours for each call center in the CenturyTel Service Guide. CenturyTel shall notify Socket of any changes to these hours at least 14 days in advance.

3.11 Minimum hours of operation for each center shall be:

IS Call Center: 7 days per week, 24 hours per day

LSC - Monday through Friday, excluding Holidays,
8:00 AM to 5:00 PM (in each applicable timezone)

LOC -- Maintenance and Repair: 7 days per week, 24 hours per day

LOC – Provisioning: Monday through Friday, excluding Holidays, 8:00 AM to 5:00 PM (in each applicable timezone)

3.12 CenturyTel shall ensure adequate staffing in its service centers during these minimum hours.

4.0 PREORDER INTERFACES & FUNCTIONALITY

4.1 CenturyTel will provide real time access to pre-order functions to support Socket ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent minimum pre-order functions that must available to Socket so that Socket order requests may be created to comply with CenturyTel ordering requirements.

4.2 Pre-Ordering functions for Resale Services and UNEs include:

4.2.1 Feature/Service Availability:

4.2.1.1 Feature Inquiry provides feature and service availability by WTN or WTN(s), NPA/NXX, and CLLI Code (as applicable).

4.2.1.2 PIC/LPIC Inquiry provides Primary Interexchange Carrier (PIC) options for IntraLATA toll and interLATA toll.

4.2.2 Customer Service Information Inquiry:

Access to CenturyTel retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. Socket agrees that Socket's representatives will not access the information specified in this subsection until after it obtains authorization for release of CPNI.

4.2.3 Telephone Number Inquiry: provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

4.2.4 Scheduling Inquiry/Availability

4.2.4.1 Due Date Inquiry provides next available dates for the customer (where available).

4.2.4.2 Dispatch Inquiry provides information to indicate whether dispatch is required.

4.2.5 Address Validation Inquiry: provides address validation function.

4.3 The following are Pre-Order functions specific to UNEs:

4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry: provides pre-order loop qualification information specific to UNE loops.

4.3.2 Common Language Location Indicator (CLLI) Inquiry: provides CLLI code inquiry function.

4.3.3 Connecting Facility Assignment (CFA) Inquiry: provides a CFA inquiry function.

4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry: provides a NC/NCI inquiry function.

4.4 Electronic Access to Pre-Order Functions

4.4.1 Resale and Section UNEs Pre-order Interface Availability

4.4.1.1 CenturyTel will develop a pre-order GUI interface that will provide the pre-ordering functions listed in section 4.2 and 4.3 in accordance with the requirements set forth in Section 3.3.

4.5 Other Pre-order Function Availability

4.5.1 Until pre-ordering functions are available electronically, Socket will manually request and CenturyTel will provide this information from CenturyTel via facsimile or e-mail or other means that the Parties may mutually agree upon. Where manually requested, CenturyTel shall provide this information within 24 hours of the request being submitted by Socket.

4.5.1.1 CenturyTel recognizes that its current process for responding to requested Customer Service Records (CSR) is not adequate. Within 30 days of the effective date of this agreement, CenturyTel shall modify its systems used to providing CSR information to Socket so that all information on the CSR can be provided to Socket.

4.5.2 Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, CenturyTel will provide Socket with any of the following Data Validation Files via CD-ROM, or in downloadable format.

> Data Validation Files:
> SAG (Street Address Guide)
> Feature/Service Availability by Switch
> Directory Names
> Class of Service Codes
> USOC (Universal Service Order Codes)
> Community Names
> Yellow Page Headings
> PIC/LPIC (InterLATA/IntraLATA)

5.0 ORDERING/PROVISIONING

5.1 CenturyTel currently provides access to some ordering functions to support Socket provisioning of Resale services and UNEs via one or more electronic interfaces. At a minimum, CenturyTel will maintain such functionality and make additions as specified in this Article. Any additions or modifications to CenturyTel's Ordering and Provisioning OSS functionality shall be done in accordance with the provisions

of this section 5.0 and the Change Management provisions in Article III of this Agreement.

5.2   CenturyTel shall expand the ordering capabilities of the system to permit Socket to place orders for all UNEs and combinations of UNEs set forth in Article VII – UNEs.

5.3   To order Resale services and UNEs (including Combinations and Commingled UNEs), Socket will format the service request to identify what features, services, or elements it wishes CenturyTel to provision in accordance with applicable CenturyTel ordering requirements.

5.4   When Socket places an electronic order using CenturyTel'S electronic ordering system or the ASR-based ordering system, CenturyTel will provide Socket with an electronic confirmation notice (also known as a firm order confirmation ("FOC")) within 24 hours. Upon completion of an LSR or ASR, CenturyTel will provide Socket with an electronic completion notice that follows industry-standard formats and states when that order was completed (also known as a service order completion ("SOC"). In addition, CenturyTel will provide a loss notification and a post-to-bill notification.

5.4.1   Post-to-Bill Notification is sent to Socket for each complete LSR/PON after all service orders associated with the request post-to-billing. The time frame between an order posting to bill and the Socket notification would be a minimum of two days.

5.4.2   CenturyTel shall provide electronic access to order status and Provisioning Order Status on such orders. This will allow Socket to check service order status.

5.4.3   CenturyTel shall modify its current ordering system to permit Socket to retrieve previously submitted orders with previously populated fields still populated with data input by Socket. The purpose of this requirement is to permit Socket to edit or supplement orders without having to populate a completely new order form.

5.5   The starting time for calculating provisioning intervals begins at the time Socket submits a complete and accurate LSR or ASR.

5.6   Within 24 hours of Socket submitting an order, CenturyTel shall review the order in order to identify any errors on the order. If CenturyTel finds errors on an order submitted by Socket, CenturyTel shall identify all errors and refer them back to Socket on a single response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.

6.0 MAINTENANCE/REPAIR

6.1 CenturyTel shall develop a GUI interface that will permit Socket to report trouble tickets necessitating maintenance or repair and to check the status of trouble reports for Resale services, UNEs and interconnection facilities and trunks in accordance with the requirements set forth in Section 3.3. At a minimum, such system shall permit Socket to have access to such perform such functions as Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report.

7.0 BILLING MEDIA AND INTERFACES

7.1 CenturyTel will accurately bill Socket for Resale services and UNEs. CenturyTel will send associated billing information to Socket as necessary to allow Socket to perform billing functions. At a minimum, CenturyTel will provide Socket billing information in a paper format or electronically as selected by Socket.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 Socket may elect to receive an electronic bill format.

7.2.2 For Resale Services, Socket may also view billing information via a real time interface.

7.2.3 Socket may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.

7.2.4 CenturyTel will provide Loss Notifications. This notification alerts Socket that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed.

7.3 Electronic access to billing information for UNEs will also be available via the following interfaces:

7.3.1 CenturyTel will make available to Socket a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on Socket's paper bill.

8.0   REMOTE ACCESS FACILITY

8.1   OSS applications that are accessible through the Internet will utilize secured remote access.

8.2   Connections via the public Internet require Socket to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to CenturyTel's OSS via the public Internet.

8.3   Socket shall use TCP/IP to access CenturyTel OSS. In addition, Socket shall have one valid Internet Protocol (IP) network address.

9.0   DATA CONNECTION SECURITY REQUIREMENTS

9.1   Joint Security Requirements

9.1.1   Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).

9.1.2   Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.1.3   Socket shall promptly notify the ISCC when an employee user ID is no longer valid (e.g. employee termination or movement to another department).

9.1.4   Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.1.5   All physical access to equipment and services required to transmit data will be in secured locations.

9.1.6   Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make

the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.2   **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**

9.2.1   Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 9.5 - 9.9 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to Socket or CenturyTel, respectively, as the providers of the computer, network or information in question.

9.2.2   It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.3   **General Policies**

9.3.1   Each Party shall utilize OSS resources for approved business purposes only.

9.3.2   Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.3.3   Authorized users must not develop, copy or use any program or code that circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.3.4   Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.4   **User Identification**

9.4.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.4.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.

9.4.3 User IDs will be revalidated by each Party on a regular basis.

9.5 **User Authentication**

9.5.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.5.2 Passwords must not be stored in script files.

9.5.3 Passwords must be entered by the user.

9.5.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.5.5 Systems will require users to change their passwords regularly.

9.5.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.5.7 Personal passwords must not be shared.

9.6 **Access and Session Control**

9.6.1 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.7 **User Authorization**

9.7.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

9.8 Software and Data Integrity

9.8.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.8.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.8.3 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.9 Monitoring and Audit

9.9.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

> *"This is a (CenturyTel or Socket) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

10. OPERATIONAL READINESS TEST (ORT) FOR OSS INTERFACES

10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). CenturyTel will participate with Socket in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3)

months and will be completed no later than nine (9) months after the Effective Date of the Agreement.

10.2 Prior to introduction of new applications or interfaces, or modifications of the same, upon the request of either Party, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

11. OSS TRAINING DOCUMENTATION

11.1 Prior to initial live system usage, CenturyTel will provide complete documentation and user manuals that set forth the methods and procedures Socket must use in order to utilize the interfaces provided under this Article.

11.2 Socket agrees that all documentation and manuals can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of CenturyTel's OSS in accordance with this Article and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY

12.1 This Agreement does not include flat rate charges for OSS system access and connectivity. CenturyTel is not waiving its right to recover its OSS costs during the term of this Agreement and nothing herein shall preclude CenturyTel from proposing new rates and charges for OSS cost recovery during the term of this Agreement. Provided, however, CenturyTel may not impose such new rates or charges unless the Parties amend this Agreement pursuant to the General Terms and Conditions. New rates or charges as provided herein, if any, shall be on a going forward basis only and applied in a competitively neutral manner.