

Moreau Schedule C

ARTICLE XV: PERFORMANCE MEASURES AND PROVISIONING INTERVALS

1.0 SERVICE QUALITY

- 1.1** The Parties recognize that this Agreement will establish new business processes. 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 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.
- 1.3.2** Unless specifically stated in the individual PM, the Intervals begin at the start of the Business Day following the day the order or request was submitted by Socket, for purposes of calculating compliance with the Provisioning Interval.
- 1.3.3** These intervals are all inconclusive. There is no additional time allotted for tasks not specifically included in the Provisioning Interval (ie. CenturyTel is not allowed an additional two-days to re-type an order unless the Provisioning Interval specifically permits additional times).

2.0 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 form a team (the "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, not more than four (4) persons to be permanent members of the 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 representatives on the 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 Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly session the Parties will discuss: (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 representatives on the Implementation Team or such other appropriate representatives, 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 IN APPENDIX – PERFORMANCE MEASURES, 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 PARTIES ANTICIPATE GAP CLOSURE PLANS WILL TYPICALLY BE OF SIX TO NINE MONTH'S DURATION. CENTURYTEL WILL COMPLETE THE GAP CLOSURE PLAN WITHIN 15 BUSINESS DAYS OF NOTICE FROM SOCKET THAT CENTURYTEL'S PERFORMANCE REQUIRES A GAP CLOSURE PLAN.

3.1 The Gap Closure Plan will include:

- 3.1.1 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 a date for compliance with the PM(s) 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 mutually approve the plan. In total, the mutually agreed Gap Closure Plan will be completed within 20 business days from 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 make invoke the Dispute Resolution provisions of this Agreement.

3.3 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 If CenturyTel fails to meet an applicable PM for three Contract Months in a six-month period CenturyTel must thereafter 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 payment of Five Thousand Dollars (\$5,000). Said payment shall be made within five (5) days of Socket demand.

4.3 When CenturyTel and Socket finalize a Gap Closure Plan, CenturyTel will commence implementation of that plan immediately. If CenturyTel fails to meet its commitments under the Gap Closure Plan, Socket shall receive a payment, as

appropriate, in the sum of up to Fifteen Thousand (\$15,000) payable on demand within five (5) days, as set forth below.

- 4.3.1 Payment of 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 Payment of Five Thousand Dollars (\$5,000) for failure to achieve performance improvements by the completion date of the approved Gap Closure Plan.**
- 4.3.3 Payment of Five Thousand Dollars (\$5,000) for failure to complete the Gap Closure Plan on Schedule.**
- 4.4 The purpose of the payments described above or set forth in Appendix – Performance Measures are to serve as an incentive for CenturyTel to achieve appropriate performance and to provide liquidated damages, actual damages being difficult to ascertain. They are not a substitute for either Party's right to institute dispute resolution processes set forth elsewhere in this Agreement. Moreover, these payments are in addition to any payments associated with remedies indicated in Appendix – Performance Measures.**

APPENDIX – PERFORMANCE MEASURES

- 1. Table 1 below lists the Performance Measures (PM) for each of the pre-ordering/ordering, provisioning, maintenance and repair, interconnection and additional measures. Column 1 lists the PM Number, Column 2 identifies the PM Name, Column 3 sets forth an explanation of the PM including the Benchmark, Definitions and Rules, and Exclusions. Column 4 sets forth the remedy to be paid by CenturyTel to Socket in the event CenturyTel fails to meet the Benchmark in a particular Contract Month. Column 5 identifies which party is obligated to calculate CenturyTel's performance under each PM.**
- 2. The Remedy shall be based upon the Standard Payment and Standard Daily Payment as defined in Section 2.1 and 2.2. In some instances the Remedy shall also include the non-recurring charges (where applicable) assessed by CenturyTel for the particular element or service not meeting the Benchmark.**
 - 2.1 Standard Payment shall be one month's flat rate average recurring charge. This shall be calculated by dividing the total monthly recurring charges billed by CenturyTel to Socket in a contract month by the number of UNEs, UNE Combinations and Resold Services that are included on the bill for which there is a flat, monthly rate.**
 - 2.2 The Standard Daily Payment shall be Standard Payment divided by 30.**

Table 1– Performance Measures

Initial Performance Measurements.

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
Pre-Ordering/Ordering				
1	Prompt Transmission of Manually Requested Customer Service Record (CSR) – Retail	<p>Manually requested CSRs (requested via telephone, fax, or e-mail) – 100% of CSRs sent to Socket are returned within 4 Business Hours following submission of request by Socket</p> <p><u>Benchmark</u> 100% of CSRs sent to Socket within 4 Business Hours following submission of request by Socket.</p> <p><u>Definitions and Rules</u> CTEL CLEC Service Center’s normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. Start Date/Time is the date and time that Socket manually requests a CSR or if Start Time is outside of normal business hours, the Start Date/Time is set to 8:00am on the next business day. End Date/Time is the date and time that Socket receives the CSR.</p>	<p>Remedy 1 - For each CSR Request not Returned within 4 Business Hours, CenturyTel pays Socket the equivalent Service Order Charge.</p> <p>Remedy 2 – For each 8 Business Hour period that request for a CSR is not returned beyond the first 8 Business Hour period, CTCL pays Socket the Standard Daily Payment.</p>	Socket

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p>Percent of CSRs returned to Socket within 4 Business Hours from submission of a request for a CSR from Socket.</p> <p>For purposes of Remedy #2, each 8 Business Hour Period is calculated in 8 business hour increments. For example a CSR returned in 17 business hours shall be calculated as taking three 8 business hour time periods with Remedy #2 penalties assessed on two 8 business hour time periods.</p>		
2	<p>Erroneously Rejected Requests for CSRs</p>	<p>Total number of CSR requests that are erroneously rejected by CenturyTel in Month.</p> <p><u>Benchmark</u> Zero CSR requests erroneously rejected by CenturyTel in Month.</p> <p><u>Rules</u> Valid reasons for rejecting a CSR are instances where the requested CSR does not pertain to a CenturyTel customer. Valid reasons for rejecting a request for a CSR do not include CSR requests that</p>	<p>For each erroneous rejection of a CSR request, CenturyTel pays Socket the Standard Daily Payment</p>	<p>Socket</p>

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		are rejected because CenturyTel does not believe Socket has the authority to view Customer Proprietary Network Information.		
3	Prompt Transmission of Electronically Requested Customer Service Record	This measurement will be decided once CTEL develops electronic OSS system.		
4	Percent Manual Orders Rejected within X hours of Order submitted by Socket .	<p>Percentage of Resale, UNE, and Interconnection Orders rejected within a specified time period. The time period is based upon the manner in which the order is submitted.</p> <p>This measurement captures LSRs and ASRs that are Electronically submitted LSRs (submitted via CenturyTel's existing CLEC ordering system). Manually submitted LSRs and ASRs (submitted via fax, or e-mail).</p> <p><u>Benchmark</u> 95% of rejected Orders each month will be returned to Socket before the applicable Interval as set forth below.</p> <p>End Date/Time minus Start</p>	When Benchmark is not met, For each rejected order returned after the applicable interval, CenturyTel shall pay Socket the Standard Daily Payment.	Socket

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p>Date/Time < X X = 1 business hour for Electronically submitted LSRs X = 6 business hours for Manually submitted LSRs and ASRs</p> <p><u>Rules and Definitions</u> CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. Start Date/Time is the date and time that Socket submits the order or if Start Time is outside of normal business hours, the Start Date/Time is set to 8:00am on the next business day. End Date/Time is the date and time that Socket receives the reject notice</p>		
5	Percent of Firm Order Confirmations (FOCs) Returned on Time for LSR and ASR Requests	Percent of FOCs returned to Socket within 24 hours from submission of a complete and accurate Local Service Request or Access Service Request to the return of a Firm Order Confirmation to Socket.	<u>Remedy 1</u> When CenturyTel does not meet the Benchmark in a given month, CTCL will pay Socket the Standard Daily Payment for each FOC not returned	Socket

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p><u>Benchmark</u> For each order submitted by Socket in a month that does not meet the Exclusion criteria below, CenturyTel shall return a FOC within 24 hours > 85%.</p> <p><u>Rules</u> 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>Start Time for calculating response interval is when Socket submits valid order except for the following -</p> <p>Exclusions: For LSRs - Rejected LSRs, Interconnection Orders, Services ordered out of Access Tariff For ASRs – Rejected ASRs, Access Services purchased from Tariffs</p> <p>End Time is Time that Socket receives FOC.</p>	<p>within 24 hours.</p> <p><u>Remedy 2</u> –Each additional 24 hour period that an individual FOC is not returned, CTEL pays Socket the Standard Daily Payment per 24 hour period. Like Remedy 1, this only applies when CenturyTel fails to meet the Benchmark .</p>	

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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 CTEL fails to meet this metric, CTEL shall pay	

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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
	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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#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<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
		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).		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>	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>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 CTEL < 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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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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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 align="center"><u>Benchmark</u></p> <p>Clearing Time (as defined below) is less than 24 hours on more than 90% of Trouble Reports not requiring Unusual Repair.</p> <p align="center"><u>Definitions and Rules</u></p> <p>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.</p> <p>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>	<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.</p>	<p>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>.</p>

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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><u>Benchmark</u> 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> 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 CentuyTel 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