CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE XVIII – xDSL

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should Socket be allowed to use UNEs in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers?	1	1.0	**1.0 INTRODUCTION** **1.1 CenturyTel agrees to provide Socket with access to UNEs in accordance with the terms and conditions set forth in this Article and Article VII, and Applicable Law, and the general terms and conditions applicable to UNEs under this Agreement and at the rates set forth in the Pricing Schedule to this Agreement and this Article, for Socket to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to end user customers.**	DSL service is an important component of high speed Internet, or broadband, service. Socket provides broadband Internet service to Missouri businesses and residences in its service area. Many of those customers do not have the benefit of intramodal competition and rely on the availability of Socket's DSL service to access the Internet. Under the federal Act, Socket has the right to purchase UNE loops and provide its xDSL service to its customers using loops it purchases from ILECs such as CenturyTel. The proposed Article establishes the terms and conditions associated with the provision of services to Socket that it will use to provide xDSL services to its customers. Socket's proposed language is consistent with what has been approved by the Commission in recent arbitration decisions.	No language proposed.	CenturyTel has provided three sections of language that sufficiently and properly address the provisioning of xDSL-capable loops and/or subloops, and those sections should constitute the exclusive terms of Article VII (UNE) applicable to such loops and/or subloops. Indeed, the provisions proposed by CenturyTel track precisely the requirements set forth by the FCC in 47 C.F.R. § 51.319 governing the provision of loops and conditioned loops to CLECs. Much of Socket's proposed contract language is superfluous and unnecessary, and in certain instances purports to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible. Thus, Socket's proposed contract language should be rejected.
Should the Article contain definitions	2	2.0	**2.0 DEFINITIONS**	xDSL service includes many terms and that are not found in other Articles in	No language proposed.	CenturyTel is not required to provide "xDSL-Capable Loops," "xDSL

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applicable to the Article and the provisioning of xDSL services?			**2.1 An "xDSL-Capable Loop" is a loop that supports the provision of high-speed data transmission services using any of xDSL technologies.** **2.1.1 For purposes of this Article, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a central office and the loop demarcation point at an end user customer premises, that may be conditioned at Socket's request, in order for Socket to provide xDSL-based services over such loop.** **2.1.2 For purposes of this Article and as provided for in 47 C.F.R. Section 51.319(b), as such rule may be modified from time to time, an "xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in CenturyTel's outside plant and the demarcation point at an end-user customer premise, that may be conditioned at Socket's request in order for Socket to provide xDSL-based services over such Subloop. Subloops are also as more specifically addressed in the subloop provisions applicable to this Agreement. A point of technically feasible access is any**	the ICA. The terms proposed by Socket are reasonable and beneficial to both parties to better define the relationship between them and to properly administer the ICA. Moreover, Socket's proposed language is consistent with what has been approved by the Commission in recent arbitration decisions.		Loops," or "xDSL Subloops" as proposed by Socket. Indeed, the FCC's rules do not even define these terms. Incorporating Socket's proposed "xDSL-Capable Loop," "xDSL Loop," and "xDSL Subloop" terms, and terms related thereto, into the ICA suggests that CenturyTel is somehow responsible for delivering a loop or subloop to Socket with a concomitant representation that the loop or subloop is suitable for the provision of a specific type of xDSL service or xDSL services generally. That is not CenturyTel's obligation under applicable law. CenturyTel is required only to provide UNE loops and, when requested by a CLEC, line conditioning for such UNE loops. It is up to Socket to determine whether the existing loops provided by Century tell, *with or without line conditioning*, are suitable for Socket's intended service to its customer. CenturyTel's obligation in that regard is not to certify that the loop (conditioned or unconditioned) is suitable for xDSL, but rather, to the extent required by applicable law, that the loop has been conditioned to Socket's specifications. CenturyTel's proposed language on line conditioning, which includes a definition of that term, is entirely consistent with and tracks precisely the FCC's line conditioning requirements

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			point in CenturyTel's outside plant where a technician can access the copper wire within a cable without removing a splice case as more fully defined in Article UNE-Appendix Subloop. The subloop and collocation provisions set forth elsewhere in this Agreement (e.g., the Article UNE--Appendix Subloop and Article Collocation) will also apply to the xDSL Subloop. If there is any conflict between the provisions set forth in this Article as to the xDSL Subloop and the provisions set forth elsewhere in this Agreement specific to subloops, the subloop-specific language set forth elsewhere in this Agreement (e.g. the Article UNE-Appendix Subloop shall control). **2. 2 The term "conditioning" as used herein shall refer to the removal by CenturyTel of load coils, bridged tap, and/or repeaters on an xDSL Loop or xDSL Subloop, upon request by Socket at the conditioning rates set forth in the Article XVII, Appendix: UNE Pricing Schedule to this Agreement ("Pricing Schedule"), and subject to the terms and conditions set forth herein below. Bridged tap may be "excessive" or "non-excessive" as defined below.** **2.3 The term "Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the**			set forth in 47 C.F.R. § 51.319(a)(1)(iii). *See* Section 1.0 and its subparts, proposed by CenturyTel. These provisions are sufficient to permit Socket to request the line conditioning it needs to provision xDSL services to its customers. In addition, it is nonsensical to incorporate such detailed definitions and descriptions of the various types of xDSL technologies when other contract language proposed by Socket expressly states that Socket is not required to specify to CenturyTel the type of xDSL service it intends to provide to its customer over the ordered UNE loop. *See* Socket's proposed Section 4.3. Furthermore, many of Socket's proposed contract provisions purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible.

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			various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), IDSL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line). **2.4 The term "excessive bridged tap" as used herein shall refer to bridged tap in excess of 2,500 feet in total length.** **2.5 The term "non-excessive bridged tap" as used herein shall refer to bridged tap 2,500 feet in total length or less.** **2.6 A loop technology that is "presumed acceptable for deployment" is one that either complies with existing industry standards, has been successfully deployed by any carrier in any state without significantly degrading the performance of other services, or has been approved by the Federal Communications Commission ("FCC"), any state commission, or an industry standards body.** **2.7 A "non-standard xDSL-based technology" is a loop**			

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			technology that is not presumed acceptable for deployment under Section 2.6 of this Article. Deployment of non-standard xDSL-based technologies is allowed and encouraged by this Agreement. **2.8 "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF) or, in the case of Subloops, from the demarcation point to Socket's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Article VII: UNE—Appendix A Subloop).** **2.9 "Proof of Continuity" shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF, or, in the case of Subloops, from the demarcation point to Socket's Subloop Access Arrangement or Engineering Controlled Splice (as defined in Article VII UNE—Appendix Subloop), by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."**			

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			2.10 "Acceptance Testing" shall be defined as the joint testing for xDSL Loops or xDSL Subloops between CenturyTel's Technician, its Local Operations Center ("LOC") or functionally equivalent service center, and Socket's designated test representative for the purpose of verifying Continuity as more specifically described in Section 7.0 below. **2.11 "Actual Loop Length" for purposes of this Appendix refers to the total physical length of a copper loop from the point where the loop leaves the CenturyTel serving office to the terminal location serving an End User. Any additional length attributable to central office wiring, drop wiring, bridged tap, and inside wiring ("wiring") at an End User customer's location is not included in the calculation of Actual Loop Length. It is assumed that there is 500 feet of wire on average between the main distribution frame and the point where the wire leaves the serving office.**			
Should this Article include general terms and conditions relating to unbundled xDSL loops and xDSL subloops?	3	3.0	**3.0 GENERAL TERMS AND CONDITIONS RELATING TO UNBUNDLED XDSL LOOPS AND XDSL SUBLOOPS** **3.1 CenturyTel is not in any way permitted to limit xDSL loops or xDSL Subloops to the provision of ADSL.**	The proposed terms and conditions for the xDSL Article are necessary to define the relationship between the parties under the ICA. They address issues that are not addressed in the ICA's General Terms and Conditions Article and beneficially define the obligations of the parties under this Article.	No language proposed.	CenturyTel is not required to provide "xDSL-Capable Loops," "xDSL Loops," or "xDSL Subloops" as proposed by Socket. Indeed, the FCC's rules do not even define these terms. Incorporating Socket's proposed "xDSL-Capable Loop," "xDSL Loop," and "xDSL Subloop" terms, and terms related thereto, into the ICA suggests

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			3.2 CenturyTel will not impose limitations on the transmission speeds of xDSL services. CenturyTel will not restrict Socket's services or technologies to a level at or below those provided by CenturyTel. **3.3 CenturyTel will provide an xDSL Loop or xDSL Subloop capable of supporting a technology presumed acceptable for deployment or a non-standard xDSL technology as defined in this Article.** **3.4 CenturyTel shall not deny Socket's request to deploy any loop technology that is presumed acceptable for deployment unless it has demonstrated to the Commission that Socket's deployment of the specific loop technology will significantly degrade the performance of other advanced services or traditional voice band services, in accordance with FCC orders. CenturyTel will provide Socket with notice prior to seeking relief from the Commission under this Section.** **3.5 In the event Socket wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, Socket will provide documentation describing that action to CenturyTel**	Moreover, Socket's proposed language is consistent with what has been approved by the Commission in recent arbitration decisions.		that CenturyTel is somehow responsible for delivering a loop or subloop to Socket with a concomitant representation that the loop or subloop is suitable for the provision of a specific type of xDSL service or xDSL services generally. That is not CenturyTel's obligation under applicable law. CenturyTel is required only to provide UNE loops and, when requested by a CLEC, line conditioning for such UNE loops. It is up to Socket to determine whether the existing loops provided by Century tell, *with or without line conditioning*, are suitable for Socket's intended service to its customer. CenturyTel's obligation in that regard is not to certify that the loop (conditioned or unconditioned) is suitable for xDSL, but rather, to the extent required by applicable law, that the loop has been conditioned to Socket's specifications. CenturyTel's proposed language on line conditioning, which includes a definition of that term, is entirely consistent with and tracks precisely the FCC's line conditioning requirements set forth in 47 C.F.R. § 51.319(a)(1)(iii). *See* Section 1.0 and its subparts, proposed by CenturyTel. These provisions are sufficient to permit Socket to request the line conditioning it needs to provision xDSL services to its customers.

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			and the Commission before or at the time of its request to deploy that technology in MISSOURI. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services. **3.6 Unresolved disputes arising under this Article will be handled under the Dispute Resolution procedures set forth in this Agreement.** **3.7 Liability** **3.7.1 Notwithstanding any other provision in this Agreement, CenturyTel and Socket each agree that should it cause or allow any non-standard xDSL technologies to be deployed or used in connection with or on CenturyTel's facilities, that Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities.** **3.7.2 For any technology, Socket's use of any CenturyTel network element, or of its own equipment or facilities in conjunction with any CenturyTel network element, will not**			In addition, it is nonsensical to incorporate such detailed definitions and descriptions of the various types of xDSL technologies when other contract language proposed by Socket expressly states that Socket is not required to specify to CenturyTel the type of xDSL service it intends to provide to its customer over the ordered UNE loop. *See* Socket's proposed Section 4.3. Furthermore, many of Socket's proposed contract provisions purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible. Socket proposes several contract provisions related to the issue of what should occur between the parties if Socket provisions a service that causes or may cause degradation of other services on the network. However, this proposed language is unnecessary here because the processes for resolving it are sufficiently addressed in CenturyTel's proposed Section 1.0, which tracks precisely the requirements of the FCC's applicable rule. To the extent Socket's proposed provisions

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			materially interfere with or impair service over any facilities of CenturyTel, its affiliated companies or connecting and concurring carriers involved in CenturyTel services, cause damage to CenturyTel's plant, impair the privacy of any communications carried over CenturyTel's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, CenturyTel may discontinue or refuse service if Socket violates this provision, provided that such termination of service will be limited to Socket's use of the element(s) causing the violation. CenturyTel will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, Socket demonstrates that its use of the network element is not the cause of the network harm. If CenturyTel does not believe Socket has made the sufficient showing that it is not the cause of the harm, or if Socket contests the basis for the disconnection, either Party must first submit the matter to dispute resolution under the Dispute Resolution Procedures set forth in this Agreement. Any claims of network harm by CenturyTel must be supported with specific and verifiable supporting information.			require more, they purport to impose obligations on CenturyTel beyond what is required by applicable law. Socket also inappropriately proposes Liability (Sec. 3.7) and Indemnification (Sec. 3.8) provisions specific to the provisioning of UNE loops and loop conditioning. Liability and Indemnity provisions are more appropriately included in General Terms and Conditions applicable to all of the services subject to the ICA. Thus, Socket's proposed provisions on Liability and Indemnification are redundant and unnecessary.

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			3.8 Indemnification **3.8.1 Covered Claim: Notwithstanding any other provision in this Agreement, each Party ("Indemnifying Party") will indemnify, defend and hold harmless the other Party ("Indemnitee") from and against any loss, liability, claim or damage ("Loss"), including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability), to the extent such Loss arose from or was caused, in whole or substantial part, by the use of non-standard xDSL technologies by the Indemnifying Party.** **3.8.2 Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party shall assume all costs of the defense of any Covered Claim and any Loss indemnified pursuant to Section 3.8.1**			

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			above and Indemnitee will bear no financial or legal responsibility whatsoever arising from such Claims. **3.8.3 Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process or immediately upon receipt if received within 10 business days of the response date. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to reasonable requests to make its employees with knowledge relevant to**			

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			the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants. **3.8.4 Indemnitee agrees that Indemnifying Party will have no indemnity obligation under Section 3.8.1 above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any of Indemnitee's liability.** **3.9 Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.**			
Should the Article include provisions governing unbundled xDSL loop and xDSL subloop offerings?	4	4.0	**4.0 UNBUNDLED XDSL-CAPABLE LOOP AND SUBLOOP OFFERINGS** **4.1 xDSL-Capable Loops and Subloops** **4.1.1 2-Wire xDSL Loop: A 2-wire xDSL loop, for purposes of this Article, is a copper loop that supports the transmission of Digital Subscriber Line (DSL) technologies. A copper**	Socket's proposed language defines five types of xDSL Capable Loops and delineates the standards that will apply to the provisioning of those loops. The proposed language also protects CenturyTel. For example, Socket's proposed language makes it clear that CenturyTel is not required to loops in any instance where physical facilities do not exist. In another subsection, Socket also would be required to	No language proposed.	CenturyTel is not required to provide "xDSL-Capable Loops," "xDSL Loops," or "xDSL Subloops" as proposed by Socket. Indeed, the FCC's rules do not even define these terms. Incorporating Socket's proposed "xDSL-Capable Loop," "xDSL Loop," and "xDSL Subloop" terms, and terms related thereto, into the ICA suggests that CenturyTel is somehow responsible for delivering a loop or subloop to Socket with a concomitant

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			loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional, subject to conditioning charges and will be performed by CenturyTel at Socket's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule shall apply to this 2-Wire xDSL Loop. **4.1.2 IDSL Loop: An IDSL Loop for purposes of this Section is a 2-Wire IDSL digital loop transmission facility, which supports IDSL-based services. (The terms and conditions for the 2-Wire Digital Loop are set forth in the Article VII: UNE to this Agreement.) This loop also includes additional acceptance testing to insure that IDSL technology is compatible with the underlying Digital Loop Carrier system if present. IDSL is not compatible with all Digital Loop Carrier Systems and therefore this offering may not be available in all areas. Upon request, CenturyTel will promptly advice Socket which CenturyTel central offices are IDSL-capable. Socket shall only order IDSL Loops in those**	discontinue deployment of technologies that significantly degrade the performance of other advanced services or traditional voice services. Moreover, Socket's proposed language is consistent with what has been approved by the Commission in recent arbitration decisions. For example, Socket proposes that each xDSL line incur a conditioning charge in the same manner as occurs when Socket purchases an xDSL loop from SBC Missouri. This practice has proven to work well to ensure lines are conditioned properly to provide service to customers who purchase xDSL services from Socket.		representation that the loop or subloop is suitable for the provision of a specific type of xDSL service or xDSL services generally. That is not CenturyTel's obligation under applicable law. CenturyTel is required only to provide UNE loops and, when requested by a CLEC, line conditioning for such UNE loops. It is up to Socket to determine whether the existing loops provided by Century tell, *with or without line conditioning*, are suitable for Socket's intended service to its customer. CenturyTel's obligation in that regard is not to certify that the loop (conditioned or unconditioned) is suitable for xDSL, but rather, to the extent required by applicable law, that the loop has been conditioned to Socket's specifications. CenturyTel's proposed language on line conditioning, which includes a definition of that term, is entirely consistent with and tracks precisely the FCC's line conditioning requirements set forth in 47 C.F.R. § 51.319(a)(1)(iii). *See* Section 1.0 and its subparts, proposed by CenturyTel. These provisions are sufficient to permit Socket to request the line conditioning it needs to provision xDSL services to its customers. In addition, it is nonsensical to incorporate such detailed definitions

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			central offices which CenturyTel has advised are IDSL-capable. The rates set forth in the Pricing Schedule shall apply to this IDSL Loop. **4.1.3 4-Wire xDSL Loop: A 4-wire xDSL loop, for purposes of this section, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing loop is optional and will be performed by CenturyTel at Socket's request as more specifically set forth in Section 6 below. The rates set forth in the Pricing Schedule for the 4-Wire Analog Loop shall apply to this 4-Wire xDSL Loop.** **4.1.4 4-Wire Digital Loop: See: Article VII: UNE.** **4.1.5 xDSL Subloop: An xDSL Subloop for purposes of this Article is as defined above in Section 2.1.2. The 2-wire or 4-wire xDSL Loop types listed above may be ordered as an xDSL Subloop, subject to the conditions specified above for that**			and descriptions of the various types of xDSL technologies when other contract language proposed by Socket expressly states that Socket is not required to specify to CenturyTel the type of xDSL service it intends to provide to its customer over the ordered UNE loop. *See* Socket's proposed Section 4.3. Furthermore, many of Socket's proposed contract provisions purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible.

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			loop type. An xDSL Subloop will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance and, based upon industry standards, should not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, removal of load coils, repeaters and/or bridged tap on an existing subloop is optional, subject to conditioning charges and will be performed by CenturyTel. The rates set forth in the Pricing Schedule shall apply to xDSL Subloops. **4.2 CenturyTel shall be under no obligation to provision loops or subloops in any instance where physical facilities do not exist. This shall not apply where physical facilities exist, but require conditioning. In that event, Socket will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether and what type of conditioning shall be performed at the request of Socket as provided in Section 6 below.** **4.3 When Socket orders an xDSL loop or xDSL subloop that will used to provide xDSL service, Socket will use the applicable ordering code where one has provided by CenturyTel. Where an applicable**			

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			ordering code has not been provided by CenturyTel, Socket will note that the loop or subloop will be used to provide an xDSL service in the "Remarks" section of the Local Service Request (LSR). CenturyTel will bill the applicable standard loop or subloop rate and the conditioning charge(s). Socket will not be required to specify a type of xDSL to be ordered. However, for each loop or subloop, Socket should at the time of ordering notify CenturyTel as to the type of PSD mask Socket intends to use, and if and when a change in PSD mask is made, Socket will notify CenturyTel. Upon request by Socket, CenturyTel should disclose to Socket information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. CenturyTel will use this PSD information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology does not fit within a national standard PSD mask, Socket shall provide CenturyTel with a technical description of the technology (including power mask) for inventory purposes. CenturyTel will keep such information confidential and will take all measures reasonably necessary to ensure that Socket's xDSL Loop/xDSL Subloop LSR, its ordering information and its			

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			deployment information is neither intentionally nor inadvertently revealed to any part of CenturyTel's retail operations, to any affiliate(s), or to any other telecommunications provider without prior authorization from Socket. Additional information on the use of PSD masks can be found in Section 10.1 below. **4.4 In the event that CenturyTel rejects a request by Socket for an xDSL Loop or xDSL Subloop, including, but not limited to denial due to fiber, DLC, or DAML facility issues, CenturyTel will disclose to Socket information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops or sub-loops, including the specific reason for the denial, within 48 hours of the denial. CenturyTel will also file the reason for rejection with Manager of the Telecommunications Department of the Missouri Public Service Commission In no event shall the denial be based on loop length. If there is any dispute between the Parties with respect to this Section, CenturyTel will not deny the loop (subject to Section 3.4 above), but will continue to provision loops until the dispute is resolved in accordance with the Dispute Resolution procedures set forth in this Agreement.**			

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			4.5 CenturyTel will not deny Socket's right to deploy new xDSL technologies that do not conform to the national standards and have not yet been approved by a standards body (or otherwise authorized by the FCC, any state commission or which have not been successfully deployed by any carrier without significantly degrading the performance of other services) if Socket can demonstrate to the Commission that the loop technology will not significantly degrade the performance of other advanced services or traditional voice band services. **4.5.1 Upon request by Socket, CenturyTel will cooperate in the testing and deployment of new xDSL technologies on a time and materials basis, or may direct Socket, at Socket's expense, to a third party laboratory of Socket's choice for such evaluation.** **4.5.2 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, CenturyTel will provide a loop or subloop to support the new technology for Socket as follows:** **4.5.2.1 If the technology requires the use of a 2-Wire or 4-Wire xDSL loop or subloop [as defined in this Article],**			

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			then CenturyTel will provide the xDSL loop or subloop at the same rates listed for a 2-Wire or 4-Wire xDSL loop or subloop and associated loop conditioning as needed (pursuant to Section 6 below). CenturyTel's ordering procedures and provisioning intervals will remain substantially the same, as for its 2-Wire or 4-Wire xDSL loop or subloop even though the xDSL loop or subloop is now capable of supporting a new xDSL technology. **4.5.2.2 In the unlikely event that a new xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire loop or subloop [as defined in this Article], the Parties shall expend diligent efforts to arrive at an agreement as to the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop or subloop capable of supporting the proposed xDSL technology shall be resolved pursuant to the Dispute Resolution process provided for in this Agreement.** **4.6 Technologies deployed on copper loops must be in compliance with applicable national industry standards and/or requirements established by the Missouri Public**			

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			Service Commission; provided, however, Socket can deploy technologies under Section 4.5 above for which applicable national standards have not been adopted. **4.7 If CenturyTel or another carrier claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then CenturyTel or that other carrier that is claiming degradation is occurring must notify Socket and Socket must cooperate with CenturyTel or the other claiming carrier to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that CenturyTel or another carrier demonstrates to the Commission that Socket's deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Socket shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services.** **4.8 Each party must abide by Commission or FCC-approved spectrum management standards. CenturyTel shall not impose its own standards for provisioning xDSL**			

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			services, through Technical Publications or otherwise, until and unless approved by the Commission prior to use. **4.9 CenturyTel shall not employ internal technical standards, through Technical Publications or otherwise, for its own retail xDSL, if any, that would adversely affect wholesale xDSL services or xDSL providers.**			
Should the Article include terms governing loop make-up information and ordering?	5	5.0	**5.0 OPERATIONAL SUPPORT SYSTEMS: LOOP MAKE-UP INFORMATION AND ORDERING** **5.1 <u>General</u>: CenturyTel will provide Socket with nondiscriminatory access, whether that access is available by electronic or manual means, to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing for xDSL Loops and Subloops. Socket will be given nondiscriminatory access to the same loop makeup information that CenturyTel is providing any other CLEC and/or itself or any affiliate. This includes any operations support systems containing loop make-up information provided by CenturyTel to CenturyTel's own service representatives and/or CenturyTel's internal engineers and/or by CenturyTel's affiliate to provision its own retail xDSL service.**	Socket proposes language that would require CenturyTel to provide Socket with nondiscriminatory access to CenturyTel's OSS functions for xDSL loops. Socket also requests nondiscriminatory access to the same loop makeup information that is available to CenturyTel or to other CLECs. Loop makeup information provides information about the composition of the loop, including items such as actual loop length, the presence of repeaters, load coils or bridged taps, and the approximate location type and number of inteferors or disturbers. All of this information is used by Socket to determine whether it will provide xDSL service to potential customers. Without the loop	No language proposed.	Socket's proposed contract provisions related to OSS access and loop make-up information and ordering purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible.

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			5.2 In connection with xDSL Loop and xDSL Subloops, CenturyTel shall provide actual, real-time loop makeup information to Socket via a loop qualification process. **5.3 Loop Qualification: CenturyTel will provide access to any existing interfaces that will allow Socket, as well as CenturyTel's retail operations or any Affiliate, to have real-time electronic access as a preordering function to the Loop Makeup Information, when such information is contained in CenturyTel's electronic databases. If Socket elects to have CenturyTel provide actual Loop Makeup Information through a manual process for information that is not available electronically, then the interval will be 3 business days or the interval provided to CenturyTel's retail sales, internal operations personnel, any affiliates, or other third party, whichever is less.** **5.4 Loop makeup data is expected to include the following: (a) the actual loop length; (b) the length by gauge; and (c) the presence of repeaters, load coils, or bridged taps; and shall include, if noted on the individual loop record, (d) the approximate location, type, and number of bridged taps, load coils, and repeaters; (e) the presence,**	makeup information that only CenturyTel can provide, Socket cannot make its business decisions about whether to provide service to prospective customers. Socket proposes language that will allow it nondiscriminatory access to the necessary CenturyTel information. Moreover, Socket's proposed language is consistent with what has been approved by the Commission in recent arbitration decisions.		

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			location, type, and number of pair-gain devices, DLC, and/or DAML, and (f) the presence of disturbers in the same and/or adjacent binder groups. CenturyTel also shall provide to Socket any other loop makeup information listed on the individual loop record but not listed above. **5.5 Where CenturyTel has not compiled Loop Makeup Information for itself, CenturyTel is not required to conduct a plant inventory and construct a database on behalf of Socket. If CenturyTel has manual access to this sort of information for itself, or any affiliate, CenturyTel will provide access to it to Socket on a non-discriminatory basis. To the extent CenturyTel has access to this information in an electronic format, that same format should be made available to Socket via an electronic interface.**			
Which party's language should be included in the Article to address line conditioning?	6	6.0	**6.0 PROVISIONING/REQUESTING CONDITIONING AS PART OF SOCKET'S ORDER** **6.1 When Socket orders an xDSL loop, CenturyTel shall charge Socket a non-recurring charge for each xDSL capable loop ordered, whether or not conditioning of the loop is requested. Socket shall designate, at Socket's sole option, what loop conditioning (*i.e., e.g.*, the**	Conditioning is required when bridged taps, load coils, or repeaters interfere with the ability to properly transmit xDSL signals. Socket proposes language to establish requirements for conditioning and the standards under which conditioning will be provided. CenturyTel's language establishes Socket's right to have lines	1.0 Line conditioning. CenturyTel shall condition a copper loop at the request of Socket, seeking access to a copper loop under paragraph _____ of this Article, the high frequency portion of a copper loop under paragraph _____ of this Article, or a copper subloop under paragraph _____ of this Article to ensure that the copper loop or copper subloop is suitable for providing digital subscriber line services, including those	Section 1.0 and its subparts, as proposed by CenturyTel, are entirely consistent with and track precisely the FCC's line conditioning requirements set forth in 47 C.F.R. § 51.319(a)(1)(iii). To the extent the contract terms proposed by Socket attempt to obligate CenturyTel to more, they are inconsistent with applicable law. Socket's proposed contract provisions

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			removal of excessive or the all bridged tap, load coils, and/or repeaters) CenturyTel is to perform in provisioning the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive or all bridged tap, load coils, and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule. **6.2 With respect to Socket's request for loop conditioning on a loop or subloop under this Appendix, the following will apply:** **6.2.1 For loops that are less than a distance of 17,500 feet in Actual Loop Length between the CenturyTel Central Office and the end user customer's premises CenturyTel shall (a) condition xDSL Loops and xDSL Subloops to remove Excessive Bridged Tap and load coils at no additional charge beyond the non-recurring conditioning charge assessed on all xDSL capable loops and (b) remove repeaters at the per occurrence rate set forth in the Pricing Schedule.** **6.2.2 If Socket requests conditioning to remove excessive bridged tap, load coil and/or repeaters on an xDSL Loop where the Actual Loop Length is 17,500 feet or greater, CenturyTel shall condition the loop as requested, to produce a clean loop at the rates set out in the Pricing Schedule.**	conditioned, but does not provide as many details or standards for this important service as does the language proposed by Socket. Moreover, Socket's proposed language is consistent with what has been approved by the Commission in recent arbitration decisions.	provided over the high frequency portion of the copper loop or copper subloop, whether or not CenturyTel offers advanced services to the end-user customer on that copper loop or copper subloop. Socket has the option of refusing, in whole or in part, to have the line conditioned; and Socket's refusal of some or all aspects of line conditioning will not diminish any right it may have to access the copper loop, the high frequency portion of the copper loop, or the copper subloop. (A) Line conditioning is defined as the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders. (B) CenturyTel shall recover the costs of line conditioning from the Socket in accordance with the attached Pricing Schedule. (C) Insofar as it is technically feasible, CenturyTel shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only. (D) Where Socket is seeking access to the high frequency portion of a copper loop or copper subloop pursuant to paragraphs _____ of this Article and CenturyTel claims that conditioning	related to line conditioning also purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible.

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			6.3 CenturyTel shall not be entitled to charge Socket for removal of repeaters or line station transfers (see section 9.2) when CenturyTel's loop makeup information indicates that the loop does not require conditioning, but Socket or CenturyTel finds during installation that the loop does, in fact require conditioning. **6.4 The provisioning and installation interval for xDSL capable loops, where no conditioning is requested, shall be the same as the standard provisioning intervals for Loops. These provisioning intervals are applicable to every loop regardless of the loop length. Upon completion of the Subloop Access Arrangement and engineering design, the intervals (quantity and conditioning) for xDSL Subloops will be the same as the standard provisioning intervals for Loops set forth elsewhere in this Agreement.** **6.5 The provisioning and installation intervals for xDSL capable loops where conditioning is requested shall be ten (10) business days.** **6.6 Subsequent to Socket's submission of the initial order for a xDSL Loop or xDSL Subloop, additional conditioning for the removal of excessive bridged tap, load coils and/or repeaters may be requested on such loop. The pricing**		that loop or subloop will significantly degrade the voiceband services that the CenturyTel is currently providing over that loop or subloop, CenturyTel must either: (1) Locate another copper loop or copper subloop that has been or can be conditioned, migrate CenturyTel's voiceband service to that loop or subloop, and provide Socket with access to the high frequency portion of that alternative loop or subloop; or (2) Make a showing to the Commission that the original copper loop or copper subloop cannot be conditioned without significantly degrading voiceband services on that loop or subloop, and that there is no adjacent or alternative copper loop or copper subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing. (E) If the Commission concludes that a copper loop or copper subloop cannot be conditioned without significantly degrading the voiceband service, CenturyTel cannot then or subsequently condition that loop or subloop to provide advanced services to its own customers without first making available to Socket the high frequency portion of the newly conditioned loop or subloop.	

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			for such additional conditioning shall be governed by the terms documented in Sections 6.2 and 6.3 above. When requests to add or modify conditioning are received for a pending xDSL Loop or xDSL Subloop order, no additional service order charges shall be assessed, but the due date may be adjusted as necessary to meet standard offered provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above. In addition, Socket agrees that standard offered intervals do not constitute performance measure commitments. Performance measures, if any, applicable to provisions of this Article are contained in Article XV: Performance Measures and Provisioning Intervals to this Agreement. **6.7 Socket, at its sole option, may request shielded cross-connects for central office wiring.** **6.8 In the event Socket request removal of non-excessive bridged tap as defined in the Article, the Parties shall negotiate the appropriate rates. In the event the Parties are unable to reach agreement on the rates, CenturyTel shall propose an Interim Rate based using the Time and Materials rates set forth in the Pricing Schedule. The Interim Rate shall be subject to the Dispute**			

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			Resolution procedures set forth in Article III or resolved in the procedures for setting Permanent Rates as set forth in Article VII – UNE, Appendix – Pricing Schedule.			
Should the Article include provisions addressing acceptance testing?	7	7.0	**7.0 ACCEPTANCE TESTING** **7.1 Should Socket desire Acceptance Testing, Socket shall request such testing on a per xDSL loop or xDSL subloop basis upon issuance of the Local Service Request (LSR). Acceptance Testing will be conducted at the time of installation of the service request.** **7.2 Acceptance Testing Procedure:** **7.2.1 Upon delivery of a loop or subloop to Socket, CenturyTel's field technician will call the CenturyTel Local Operations Center (LOC) or equivalent organization and the LOC technician will call a toll free number provided by Socket to initiate performance of a series of Acceptance Tests.** **7.2.1.1 Except for IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the CenturyTel field technician will provide a solid short across the tip and ring of the circuit and then open the loop circuit.**	Acceptance testing establishes a procedure for the CenturyTel field technician to test continuity parameters and proper operation of xDSL lines and to identify possible problems with the installation. This process can prevent the necessity of additional service calls after the installation. Socket proposes language to establish the procedure for acceptance testing at the time of the installation of the service request. Socket's proposed language is consistent with what was approved by the Commission in the recent M2A Successor Arbitration.	No language proposed.	Socket's proposed contract provisions related to "Acceptance Testing" purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible.

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			7.2.1.2 For IDSL loops or subloops that are provisioned through repeaters or digital loop carriers, the CenturyTel field technician will not perform a short or open circuit. **7.2.2 If the loop passes the "Proof of Continuity" parameters, as defined by this Article for xDSL loops, Socket will provide CenturyTel with a confirmation number and CenturyTel will complete the order. Socket will be billed and shall pay for the Acceptance Test as specified below under Acceptance Testing Billing.** **7.2.3 If the Acceptance Test fails loop continuity test parameters, as defined by this Article for xDSL loops, the CenturyTel technician will take reasonable steps to immediately resolve the problem with Socket on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the CenturyTel technician will release the Socket technician, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, CenturyTel will contact Socket to repeat the Acceptance Test. When the aforementioned test parameters are met, Socket will provide CenturyTel with a confirmation number and**			

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			CenturyTel will complete the order. If CenturyTel determines loop continuity parameters are met, CenturyTel may close the order. CenturyTel will not complete an order that fails Acceptance Testing. **7.2.4 Until such time as Socket and CenturyTel agree, or industry standards establish, that their test equipment can accurately send signals through repeaters or digital loop carriers, Socket will accept IDSL loops or subloops provided through repeaters or digital loop carrier without testing the complete circuit. Consequently, CenturyTel agrees that should Socket open a trouble ticket on such a loop or subloop within ten (10) business days (that is the fault of CenturyTel), CenturyTel will adjust Socket's bill and refund the recurring charge of such a loop until CenturyTel has resolved the problem and closed the trouble ticket.** **7.2.5 CenturyTel will be relieved of the obligation to perform Acceptance Testing on a particular loop or subloop and will assume acceptance of the loop or subloop by Socket when Socket places the CenturyTel Local Service Center or field technician on hold for over ten (10) minutes. In that case, CenturyTel may close the order utilizing existing procedures. Except as otherwise provided in this Article, if no trouble**			

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			ticket is opened on that loop or subloop within 24 hours, CenturyTel may bill and Socket shall pay as if the Acceptance Test had been completed and the loop or subloop accepted. If, however, a trouble ticket is opened on the loop or subloop within 24 hours and the trouble resulted from CenturyTel error, Socket will be credited for the cost of the acceptance test. Additionally, Socket may subsequently request and CenturyTel will perform testing of such a loop or subloop under the terms and conditions of a repair request. If such loop or subloop is found by CenturyTel to not meet loop continuity test parameters as defined herein, CenturyTel will not charge for any acceptance testing performed on the repair call. **7.2.6 If a trouble ticket is opened within 24 hours of a loop or subloop order completion, and the trouble is determined to be CenturyTel's error, CenturyTel will credit Socket for any charge(s) previously assessed to Socket for the test.** **7.2.7 Both Parties will work together to implement Acceptance Testing procedures that are efficient and effective. If the Parties mutually agree to additional testing, procedures and/or standards not covered by this Agreement, the Parties will negotiate terms and**			

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			conditions to implement such additional testing, procedures and/or standards. Additional charges may apply if any agreed-to changes require CenturyTel to expend additional time and expense. **7.3 Acceptance Testing Billing** **7.3.1 Socket will be billed for Acceptance Testing upon the effective date of this Article for loops and subloops that are installed correctly by the committed interval without the benefit of corrective action performed by CenturyTel due to acceptance testing. In particular, Socket shall pay maintenance of service charges on a time and material basis, for the CenturyTel technician time involved at the rates set forth in Article VII – Appendix Pricing. If requested by Socket, Overtime or Premium time charges will apply for Acceptance Testing requests in off-hours at overtime charges calculated at one and one half times the standard price and premium time.**			
Should the Article include provisions addressing cooperative testing?	8	8.0	**8.0 COOPERATIVE TESTING** **8.1 The charges for Cooperative Testing shall be the same as provided for in Section 7.3.1 above. If requested by Socket, Overtime or Premium time charges will apply for Cooperative Testing requests in off hours at overtime time and premium**	Cooperative testing establishes a procedure for the parties to jointly test metallic loop parameters on lines for which a trouble ticket has been submitted. The process is intended to test for proper operation of xDSL lines and identify problems with the installation. This involves the	2.0 Maintenance, repair, and testing. (A) CenturyTel shall provide, on a nondiscriminatory basis, physical loop test access points to Socket at the splitter, through a cross-connection to Socket's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test	Socket's proposed contract provisions related to "Cooperative Testing" purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			time charges referenced above. **8.2 Should Socket desire Cooperative Testing, it shall request such testing on a trouble ticket on each xDSL capable loop or subloop upon issuance of the trouble ticket.** **8.3 If the trouble ticket was opened without a request for Cooperative Testing, and Socket should determine that Cooperative Testing is desired or needed during any subsequent phase of maintenance and repair, the request may be added; however, a trouble ticket commitment date will be calculated to account for the additional work.** **8.4 Cooperative Testing Procedure:** **8.4.1 The CenturyTel field technician or other CenturyTel personnel will contact Socket for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.** **8.4.2 If the loop or subloop passes the "Proof of Continuity" parameters, as defined by this Article for xDSL capable loops or subloops, the technician will close out the trouble report and the LOC will bill and Socket shall pay for the Cooperative Test as provided for in Section 7.3.1 above.**	participating of a Socket employee who is on a joint conference call with the LOC and a CenturyTel technician who performs testing in the field. Socket proposes language to establish the procedure for cooperative testing and to delineate the obligations and responsibilities of each party. Socket's proposed language is consistent with what was approved by the Commission in the recent M2A Successor Arbitration.	access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops. (B) Should CenturyTel seek to utilize an alternative physical access methodology, it may request approval to do so from the Commission, but must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage Socket's ability to perform loop or service testing, maintenance, or repair.	them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible. Furthermore, Socket's proposed Sec. 8.0 and its subparts suggest that CenturyTel has an obligation in the first instance to make its personnel and/or technicians available at Socket's mere request without Socket first having to demonstrate that it attempted unsuccessfully to troubleshoot or repair the problem on its own. The physical loop test access points, as set forth in its proposed Section 2.0(A), are provided by CenturyTel precisely for this reason. Cooperative testing should not be required unless and until Socket can demonstrate that it cannot resolve or remedy the problem on its own. Section 2.0 and its subparts, as proposed by CenturyTel, are entirely consistent with and track precisely the FCC's requirements in 47 C.F.R. § 51.319(a)(1)(iv) governing the "maintenance, repair, and testing" of copper loops and copper subloops. To the extent the contract terms proposed by Socket attempt to obligate CenturyTel to more, they are inconsistent with applicable law.

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			8.4.3 If the Cooperative testing fails "Proof of Continuity" parameters, as defined by this Article for xDSL capable loops or subloops, the LOC technician will take any reasonable steps to immediately resolve the problem with Socket on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the Socket representative, and perform the work reasonably necessary to bring the loop or subloop to standard continuity parameters as defined by this Article for xDSL capable loops or subloops. When the aforementioned test parameters are met, the LOC will contact Socket for another Cooperative Test. **8.4.4 CenturyTel will be relieved of the obligation to perform Cooperative Testing on a particular loop or subloop and will assume acceptance of the test by Socket when Socket cannot provide a "live" representative (through no answer or placement on hold) for over ten (10) minutes. CenturyTel may then close the trouble ticket, document the time and reason, and may bill Socket, and Socket shall pay, as if the Cooperative Test had been completed as provided for in Section 7.3.1 above.**			

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Which party's language should be included in the Article to address service quality and maintenance?	9	9.0	**9.0 SERVICE QUALITY AND MAINTENANCE** **9.1 Maintenance, other than assuring loop continuity and balance, on unconditioned or partially conditioned loops or subloops in excess of 12,000 feet will only be provided on a time and material basis as provided for in Section 7.3.1 above. On loops or subloops where Socket has requested that no conditioning be performed, CenturyTel's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at Socket's request, CenturyTel will verify continuity, the completion of all requested conditioning, and will repair at no charge to Socket any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design.** **9.2 For loops or subloops currently in service where trouble ticket resolution has identified that excessive bridged tap (bridged tap in excess of 2,500 feet), load coils and/or repeaters are present on the loop or subloop and transferring to a new loop or subloop is a solution identified by CenturyTel to resolve the trouble ticket, CenturyTel, at its**	Service quality and maintenance functions are an integral part of the wholesale provision of xDSL services. Socket proposes language that describes the processes to be followed when there are problems with xDSL lines and identifies the standards for maintenance of loops. Socket's proposed language is consistent with what was approved by the Commission in the recent M2A Successor Arbitration.		Socket's proposed contract provisions related to "Service Quality and Maintenance" purport to impose upon CenturyTel processes and procedures that were developed specific to AT&T's (f/k/a SBC) business practices and network, not CenturyTel's business practices and network. Socket attempts to impose them on CenturyTel without regard to whether such processes and procedures are commercially or technically feasible. Furthermore, Socket's proposed Sec. 9.0 and its subparts suggest that CenturyTel has an obligation in the first instance to make its personnel and/or technicians available at Socket's mere request without Socket first having to demonstrate that it attempted unsuccessfully to troubleshoot or repair the problem on its own. The physical loop test access points, as set forth in its proposed Section 2.0(A), are provided by CenturyTel precisely for this reason. Cooperative testing should not be required unless and until Socket can demonstrate that it cannot resolve or remedy the problem on its own. Section 2.0 and its subparts, as proposed by CenturyTel, are entirely consistent with and track precisely the FCC's requirements in 47 C.F.R. § 51.319(a)(1)(iv) governing the "maintenance, repair, and testing" of copper loops and copper subloops. To

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			sole option may perform a line and station transfer ("LST") to resolve and close out the identified trouble. In the event that a request for conditioning is received from Socket on a loop or subloop currently in service and CenturyTel determines that an LST can be performed, the appropriate CenturyTel Local Operations Center ("LOC") or functionally equivalent organization will contact Socket to inform it that an LST will be performed in lieu of Socket's requested conditioning. In such cases where CenturyTel elects to perform an LST to resolve the identified trouble, CenturyTel shall perform the LST at no charge for loops less than 17,500 feet (with the exception of repeaters if such exist); and on loops greater than 17,500 feet, CenturyTel shall charge Socket as if it performed the requested conditioning. Socket shall not be obligated to pay any maintenance or trip charges for CenturyTel's technicians to identify the problem. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an CenturyTel network-related problem, Socket will not be charged the possible conditioning charges described above or for CenturyTel's resolution of the trouble. If, however, the trouble is found to be a CPE or a non-CenturyTel network-related problem, then a Maintenance of Service and/or			the extent the contract terms proposed by Socket attempt to obligate CenturyTel to more, they are inconsistent with applicable law.

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
			Time and Materials charge set forth in this Agreement will apply. If an LST is performed, CenturyTel shall work diligently to minimize end-user customer service outage. **9.3 Each xDSL-Capable Loop or Subloop offering provided by CenturyTel to Socket will be at least equal in quality and performance as that which CenturyTel provides to itself or to an Affiliate.**			
Should the Article include provisions addressing spectrum management?	10	10.0	**10.0 SPECTRUM MANAGEMENT** **10.1 The parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. § 51.231-233, as such rules may be modified from time to time. Socket will advise CenturyTel of the Power Spectral Density ("PSD") mask approved or proposed by T1.E1 that reflects the service performance parameters of the technology to be used. Socket, at its option and without further disclosure to CenturyTel, may provide any service compliant with that PSD mask so long as it stays within the allowed service performance parameters. At the time of ordering an xDSL loop or subloop, Socket will notify CenturyTel as to the type of PSD mask Socket intends to use on the ordering form and, if and when a change in PSD mask is made, Socket**	Spectrum management is an integral part of the wholesale provision of xDSL services. Socket proposes language in which the parties agree to comply with the FCC's spectrum management rules and includes requirements that Socket advise CenturyTel of the PSD mask that is used on xDSL lines. Socket's language also prevents CenturyTel from implementing spectrum management, selective feeder separation, or binder group management program. This is important to prevent disruption to the xDSL services being provided to Socket's customers. Socket's proposal also addresses the possible use of new technologies and establishes procedures to minimize interference with existing technologies and voice communications.	No language proposed.	Socket's proposed Sec. 10.0 and its subparts should be rejected. To the extent they are mandatory, the FCC's rules pertaining to "Spectrum Management" already apply to the parties. Thus, their inclusion in the ICA is unnecessary. Furthermore, Socket's proposed provisions go well beyond what the FCC's spectrum management rules require and, thus, attempt to obligate CenturyTel beyond what is required by applicable law.

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			will notify CenturyTel as set forth in Section 4.3 above. Socket will abide by standards pertinent for the designated PSD mask type. **10.2 CenturyTel shall not implement, impose or maintain any spectrum management, selective feeder separation, or binder group management program. CenturyTel may not segregate or reserve loop binder groups, pair ranges or pair complements exclusively for the provisioning of ADSL and/or POTS services to the exclusion of other xDSL technologies. CenturyTel may not segregate xDSL technologies into designated loop binder groups, pair ranges or pair complements without prior Commission review and approval. CenturyTel will not impose restrictions, on use of loop pairs for non-ADSL xDSL services, either through designations in the LFACS and LEAD databases or by the rules in LFACS limiting deployment of non-ADSL xDSL services to certain loop pair ranges. CenturyTel will not deny requests for loops or subloops based on spectrum management issues.** **10.3 In the event that a loop technology without national industry standards for spectrum management is deployed, CenturyTel, Socket, other telecommunications providers, and the Commission shall jointly**	It is better to include these standards in the parties' ICA to ensure that each party understands its obligations and to protect the integrity of the network. Socket's proposed language is consistent with what was approved by the Commission in the recent M2A Successor Arbitration.		

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			establish long-term competitively neutral spectral compatibility standards and spectrum management rules and practices so that all carriers know the rules for loop technology deployment. The standards, rules and practices shall be developed to maximize the deployment of new technologies within binder groups while minimizing interference, and shall be forward-looking and able to evolve over time to encourage innovation and deployment of advanced services. These standards are to be used until such time as national industry standards exist. To offer xDSL-based service consistent with mutually agreed-upon standards developed by the industry in conjunction with the Commission, or by the Commission in the absence of industry agreement, Socket may order local loops or subloops based on agreed-to performance characteristics. CenturyTel will assign the local loop or subloop consistent with the agreed-to spectrum management standards. **10.4 In the event that the FCC or the industry establishes long-term standards and practices and policies relating to spectrum compatibility and spectrum management that differ from those established in this Agreement, CenturyTel and Socket agree to comply with the FCC and/or industry standards, practices and**			

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			policies and will establish a mutually agreeable transition plan and timeframe for achieving and implementing such industry standards, practices and policies. **10.5 In such case, CenturyTel will manage the spectrum in a competitively neutral manner consistent with all relevant industry standards regardless of whether the service is provided by Socket or by CenturyTel, as well as competitively neutral as between different xDSL services. Where disputes arise, CenturyTel and Socket will put forth a good faith effort to resolve such disputes in a timely manner. As a part of the dispute resolution process, CenturyTel will, upon request from Socket, disclose within 3-5 business days information with respect to the number of loops using advanced services technology within the binder group and the type of technology deployed on those loops so that the involved parties may examine the deployment of services within the affected loop plant, if any.** **10.6 Within thirty (30) days after general availability of equipment conforming to applicable industry standards or the mutually agreed upon standards developed by the industry in conjunction with the Commission or FCC, if CenturyTel and/or Socket is providing xDSL**			

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			technologies deployed or other advanced services for which there is no standard, then CenturyTel and/or Socket must begin the process of bringing its deployed xDSL technologies and equipment into compliance with such standards at its own expense.			
Should the Article include provisions addressing pricing?	11	11.0	**11.0 PRICING** **11.1 The rates for xDSL Loops, xDSL Subloops, Loop Conditioning, and cross-connects are set forth in the Pricing Schedule to the Agreement. These rates are interim. Either Party may request that the Missouri Public Service set permanent rates during the course of this Agreement.** **11.2 CenturyTel will make "clean loops" and "clean subloops" available for all xDSL services and use by all xDSL providers. When Socket orders an Loop or Subloop that will be used to provide XDSL services, CenturyTel will make available for use on a nondiscriminatory basis loops and subloops that do not need conditioning. If no "clean loops" or "clean subloops" are available for use, then the conditioning charges set forth in the Pricing Schedule shall apply. Neither CenturyTel or CenturyTel's retail and/or advanced services affiliate shall not be given preferential access to "clean loops," or "clean subloops" nor shall such**	Socket proposes to include language referring to the Pricing Schedule as the source for prices for xDSL loops and conditioning and establishes that the rates are interim. Socket's proposed language is consistent with what was approved by the Commission in the recent M2A Successor Arbitration.	No language proposed.	The UNE pricing schedules applicable to the provisioning of copper loops and subloops under the ICA are sufficiently referenced in the ICA articles and provisions governing the ordering of UNE loops and subloops. The pricing schedule applicable to line conditioning is sufficiently referenced in CenturyTel's proposed Section 1.0(B). CenturyTel does not agree that rates established by the Commission in this proceeding for UNE loops and subloops, and for line conditioning, are or will be "interim." Socket's proposed Sec. 11.2 purports to obligate CenturyTel to pre-condition a group of loops and subloops and to make such pre-conditioned loops and subloops available to Socket on a non-discriminatory basis. This provision attempts to obligate CenturyTel beyond what is required by applicable law. CenturyTel is required to condition loops, to the extent required by applicable law, at Socket's request, not

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			"clean loops" or "clean subloops" be reserved exclusively for ADSL services.			before. Applicable law does not require that CenturyTel incur the cost of conditioning loops that CenturyTel may or may not order in the future.
Should the Article include language addressing control of the loop and splitter functionality?	12	3.0	No language proposed.	CenturyTel's proposed language is unnecessary and does not properly address Socket's access to line splitter equipment. The CenturyTel language says, "In situations where . . . either through a line splitting arrangement . . ." but does not provide the alternative to a line splitting arrangement suggested by the use of the word "either." In addition, the CenturyTel language gives CenturyTel the control over the splitter equipment rather than Socket. In some instances the line splitting equipment may be Socket-provided equipment that is in a collocation. Socket should be able to retain control of such equipment.	3.0 Control of the loop and splitter functionality. In situations where Socket is obtaining access to the high frequency portion of a copper loop either through a line sharing or line splitting arrangement, CenturyTel may maintain control over the loop and splitter equipment and functions, and shall provide to Socket loop and splitter functionality that is compatible with any transmission technology that Socket seeks to deploy using the high frequency portion of the loop, as defined in paragraph of this Article, provided that such transmission technology is presumed to be deployable pursuant to Sec. 51.230 of the FCC rules.	Section 3.0, as proposed by CenturyTel, is entirely consistent with and tracks precisely the FCC's requirements in 47 C.F.R. § 51.319(a)(1)(v) governing the "control of the loop and splitter functionality" in a line sharing or line splitting arrangement. Socket's position should be rejected as it ignores applicable law permitting ILECs to control loop and splitter functionality.