

ARTICLE X: ACCESS TO OPERATIONS SUPPORT SYSTEMS (“OSS”)

1.0 INTENTION OF THE PARTIES

- 1.1 It is the Parties’ intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyTel and **CLEC with regard to access to, use of services provided by, or information obtained pursuant to the CenturyTel Operations Support Systems that are described within the various articles of the Interconnection Agreement and/or the CenturyTel Service Guide.
- 1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services, ancillary services, Interconnection and Unbundled Network Elements provided under this Agreement so that **CLEC can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyTel.

2.0 DEFINITIONS

- 2.1 CenturyTel Operations Support Systems: CenturyTel systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.2 CenturyTel OSS Services: Access to CenturyTel Operations Support Systems functions. The term “CenturyTel OSS Services” includes, but is not limited to: (a) CenturyTel’s provision of **CLEC Usage Information to **CLEC pursuant to Sections 2.8 and 9.0 below; (b) CenturyTel’s provision of **CLEC Billing Information to **CLEC pursuant to Sections 2.9 and 10.0 below; and (c) “CenturyTel OSS Information,” as defined in Section 2.4 below.
- 2.3 CenturyTel OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyTel to provide CenturyTel OSS Services or CenturyTel Pre-OSS Services to **CLEC.
- 2.4 CenturyTel OSS Information: The term “CenturyTel OSS Information” includes, but is not limited to: (a) any Customer Information related to a **CLEC customer accessed by, or disclosed or provided to, **CLEC through or as a part of CenturyTel OSS Services or CenturyTel Pre-OSS Services; (b) any **CLEC Usage Information (as defined in Section 2.8 below); and (c) any **CLEC Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, **CLEC.
- 2.5 CenturyTel Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyTel OSS Service and that CenturyTel offers to provide to **CLEC prior to, or in lieu of, CenturyTel’s provision of the CenturyTel OSS Service to **CLEC. The term “CenturyTel Pre-OSS Services” includes, but is not limited to, the activity of placing orders for CenturyTel Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface (“Web GUI”) communication.

- 2.6 CenturyTel Retail Telecommunications Service: Any Telecommunications Service that CenturyTel provides at retail to subscribers that are not Telecommunications Carriers. The term “CenturyTel Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.
- 2.7 Customer Information: Customer Proprietary Network Information (“CPNI”) of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 **CLEC Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by **CLEC under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel retail End User Customer.
- 2.9 **CLEC Billing Information: The billing information for a CenturyTel Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by **CLEC under this Agreement (as well as Meet-Point Billing Data), purchased by **CLEC under this Agreement that CenturyTel would provide if CenturyTel was furnishing such services or facilities to a CenturyTel customer.

3.0 SERVICE PARITY AND STANDARDS

Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Commission for any local services, Unbundled Network Elements, ancillary functions, and Interconnection provided by CenturyTel to **CLEC for resale or use in the provision of Telecommunications Services.

4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES

If CenturyTel makes enhancements to the existing CenturyTel OSS Facilities or implements real-time automated electronic interfaces at some future date, the Parties agree that: (a) to the extent practicable, **CLEC will use such interfaces to obtain CenturyTel OSS Services; and (b) CenturyTel may at its option discontinue any CenturyTel OSS Facilities that the enhanced facilities have been designed to replace.

5.0 NOTICES

Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided pursuant to Article III, Section 34.

6.0 CENTURYTEL OSS SERVICES

- 6.1 Upon request by **CLEC, CenturyTel shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-OSS Services, or at CenturyTel’s option, access to CenturyTel OSS Services.

CenturyTel shall not be required to provide **CLEC access to CenturyTel OSS Services if such are not available and CenturyTel provides **CLEC access to applicable CenturyTel Pre-OSS Services.

- 6.2 Subject to the requirements of Applicable Law, CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services that will be offered by CenturyTel, shall be as determined by CenturyTel. Subject to the requirements of Applicable Law, CenturyTel shall have the right to change CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services, from time-to-time, without the consent of **CLEC.
- 6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide. **Notwithstanding the foregoing, the CenturyTel Service Guide is to be used as a reference only, and is not a part of the Agreement, and is not contractually binding on CLEC.** The service order charges set forth pursuant to this Agreement, if any, shall apply to all orders placed via OSS or pre-OSS services, except as specifically provided otherwise in this Agreement.

7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES

- 7.1 CenturyTel OSS Facilities may be accessed and used by **CLEC only for **CLEC's access to and use of CenturyTel Pre-OSS Services or CenturyTel OSS Services pursuant to and in accordance with this Agreement.
- 7.2 CenturyTel OSS Facilities may be accessed and used by **CLEC only to provide Telecommunications Services to **CLEC End User Customers in the State.
- 7.3 **CLEC shall restrict access to and use of CenturyTel OSS Facilities to **CLEC. **CLEC shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except **CLEC's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.
- 7.4 **CLEC shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities; (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person; or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for **CLEC's use under this Section 7.0.
- 7.5 **CLEC shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not

limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).

- 7.6 All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by **CLEC only in connection with **CLEC's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by **CLEC as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by **CLEC to CenturyTel upon the earlier of a request by CenturyTel or the expiration or termination of the Agreement.
- 7.7 **CLEC's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for **CLEC's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of CenturyTel OSS Facilities by **CLEC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. **CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.
- 7.8 CenturyTel will provide **CLEC with access to the CenturyTel Pre-OSS Services and CenturyTel OSS Facilities during the same hours of operation that apply to CenturyTel's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyTel shall provide support during Retail Operations Hours sufficient to provide **CLEC with service at the same level provided to CenturyTel's own retail operations.

8.0 CENTURYTEL OSS INFORMATION

- 8.1 Subject to the provisions of this Agreement and Applicable Law, **CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyTel OSS Information during the term of this Agreement, for **CLEC's internal use for the provision of Telecommunications Services to **CLEC End User Customers in the State.
- 8.2 All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article, **CLEC shall acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.
- 8.2.1 **CLEC shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.
- 8.2.2 **CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except **CLEC's employees, agents or contractors, in accordance with Section 8.2.3 below),

to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.

- 8.2.3 **CLEC's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for **CLEC's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyTel OSS Information by **CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. **CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.
- 8.2.4 **CLEC's right to use CenturyTel OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.
- 8.2.5 All CenturyTel OSS Information received by **CLEC shall be destroyed or returned by **CLEC to CenturyTel, upon expiration, suspension or termination of the right to use such CenturyTel OSS Information.
- 8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), **CLEC's access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.
 - 8.3.1 CenturyTel shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, CenturyTel OSS Information.
 - 8.3.2 Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel shall have the right (but not the obligation) to may, upon CLEC's consent, monitor **CLEC's access to and use of CenturyTel OSS Information which is made available by CenturyTel to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such CenturyTel OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of CenturyTel OSS Information which is made available by CenturyTel to **CLEC through CenturyTel OSS Facilities.
 - 8.3.3 Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of **CLEC pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have the right (but not the obligation) to may, upon CLEC's consent, use

and disclose information obtained by CenturyTel pursuant to this Article to enforce CenturyTel's rights under the Agreement or Applicable Law.

8.4 Customer Proprietary Network Information (CPNI).

8.4.1 **CLEC will not access CenturyTel's pre-order functions to view CPNI of another carrier's customer unless **CLEC has obtained an authorization for release of CPNI from the customer. Consistent with Section 29 of Article III, **CLEC will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law.

8.4.2 **CLEC must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.

8.4.3 **CLEC is solely responsible for determining whether proper authorization has been obtained. To the extent required by Article III, Section 30, **CLEC shall indemnify, defend, and hold CenturyTel and other applicable indemnified persons harmless from any Claim arising out of or relating to **CLEC's failure to obtain proper CPNI consent from a customer.

8.4.4 [Intentionally omitted].

8.5 Date Validation Files.

8.5.1 Upon request, CenturyTel will provide **CLEC with any of the following Data Validation Files via, at CenturyTel's option, CD-ROM, downloadable, email, or other electronic format:

8.5.1.1 SAG (Street Address Guide)

8.5.1.2 Feature/Service Availability by Switch

8.5.1.3 Directory Names

8.5.1.4 Class of Service Codes

8.5.1.5 Community Names

8.5.1.6 Yellow Page Headings

8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 **CLEC may obtain a Data Validation File not more than once per quarter.

8.6 Subject to Article III, Section 27, CenturyTel will provide **CLEC with online access to documentation and user manuals that set forth the methods and procedures **CLEC must use in order to utilize the CenturyTel Pre-OSS Services

or CenturyTel OSS Facilities, including the existing CenturyTel Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyTel. **CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel Pre-OSS Services of CenturyTel OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

9.0 **CLEC USAGE INFORMATION

9.1 **CLEC Usage Information will be available to **CLEC through the following:

9.1.1 Daily Usage File through FTP or Connect:Direct.

9.1.2 **CLEC Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.

9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.

9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, **CLEC Usage Information will be provided to **CLEC shall be determined by CenturyTel.

10.0 **CLEC BILLING INFORMATION

10.1 **CLEC Billing Information will be available to **CLEC through the following means:

10.1.1 Monthly Web GUI Online through MyAccount;

10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP;
or

10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.

10.2 To the extent that **CLEC Billing Information is not available by one of the means set forth in Section 10.1, CenturyTel may provide it in paper or other format.

11.0 LIABILITIES AND REMEDIES

11.1 If **CLEC or an employee, agent or contractor of **CLEC at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyTel, then, except as otherwise required by Applicable Law, CenturyTel shall have the right, upon notice to **CLEC, to suspend or terminate the right to use CenturyTel OSS Information granted by Section 8.1 above and/or the provision of CenturyTel OSS Services, in whole or in part.

- 11.2 **CLEC agrees that CenturyTel would be irreparably injured by a breach of this Article by **CLEC or the employees, agents or contractors of **CLEC, and that CenturyTel shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 11.3 Any breach of any provision of this Article by any employee, agent, or contractor of **CLEC shall be deemed a breach by **CLEC.

12.0 RELATION TO APPLICABLE LAW

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

13.0 COOPERATION

**CLEC, at **CLEC's expense, shall reasonably cooperate with CenturyTel in using CenturyTel OSS Services or CenturyTel Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

- 13.1 **CLEC shall provide Capacity Planning and Forecasts in accordance with Article III, Section 11.0.
- 13.2 **CLEC shall reasonably cooperate with CenturyTel in submitting orders for CenturyTel Telecommunications Services and otherwise using the CenturyTel OSS Services or CenturyTel Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyTel OSS Services or CenturyTel Pre-OSS Services.
- 13.3 Upon CenturyTel's request, **CLEC shall participate in reasonable cooperative testing of CenturyTel OSS Services or CenturyTel Pre-OSS Services and shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyTel OSS Services or CenturyTel Pre-OSS Services.

14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO **CLEC CUSTOMERS

- 14.1 CenturyTel shall have the right to access, use and disclose information related to **CLEC End User Customers that is in CenturyTel's possession (including, but not limited to, in CenturyTel OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyTel's rights, or is authorized by the **CLEC customer in the manner required by Applicable Law.

- 14.2 Upon request by CenturyTel, **CLEC shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to **CLEC's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyTel to obtain information related to **CLEC End User Customers (as authorized by the applicable **CLEC customer), to permit End User Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15.0 CENTURYTEL PRE-OSS SERVICES

- 15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel, and CenturyTel shall have the right to change CenturyTel Pre-OSS Services, from time-to-time, without the consent of **CLEC.
- 15.1.1 **CLEC shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time **CLEC desires to place a request for a CSR or an LSR, **CLEC may submit its request or order by means of electronic mail or facsimile.
- 15.1.2 **CLEC shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyTel may provide such as its web-based ASR ordering system.
- 15.1.3 **CLEC shall use a CenturyTel-provided 1-800 number for all trouble ticket and maintenance issues.
- 15.2 CenturyTel is entitled to recover its unrecovered costs of providing access to new, upgraded or enhanced CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities, or other means pursuant to rates or other charges ("OSS charges") determined by or otherwise approved by the Commission upon CenturyTel's submission in accordance with Applicable Law. Should CenturyTel incur the costs of providing access to new, upgraded or enhanced CenturyTel Operations Support Systems during the Term of this Agreement, **CLEC will be responsible for paying such OSS charges under this Agreement only if and to the extent determined by the Commission.
- 15.3 Any obligation imposed on **CLEC hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.
- 15.4 **CLEC acknowledges that the CenturyTel OSS Information is subject to change from time to time.

16.0 CANCELLATIONS

CenturyTel may cancel orders for service that have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision.)