

CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE XVI: WHITE PAGES – DIRECTORY LISTINGS

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the Parties' ICA address Socket's right to non-discriminatory access to telephone numbers, directory assistance services, and directory listings?	1	1.0	<p style="text-align: center;">This Article sets forth CenturyTel's and Socket's agreement to the following terms and conditions for the printing and distribution of directories and listings in CenturyTel's Directory Assistance Databases.</p> <p>1.0 INTRODUCTION</p> <p>1.1 CenturyTel, either directly or through a third party, provides and distributes alphabetical (white pages) and classified (yellow pages) directories in its certificated local exchange operating areas.</p> <p>1.2 Socket also desires distribution to Socket's Customers of the White Pages and classified directories that include listings of Socket's customers</p> <p>1.3 CenturyTel will make available to Socket, for Socket Customers, non-discriminatory access to White Pages and classified directory listings as well as listings in CenturyTel Directory Assistance Databases, as described in Section 2 of this Attachment.</p>	<p>Socket's introductory paragraphs set out the proper scope of this Article – to encompass not just white pages listings for resale customers, but terms for access to CenturyTel's telephone numbers, directory assistance services, as well as directory listings.</p> <p>Under 47 CFR § 51.217, CenturyTel has an obligation to provide such access on a non-discriminatory basis, such that the ability of Socket "to obtain access is at least equal in quality to that of" CenturyTel. It is appropriate that the ICA, in documenting the total relationship of the Parties, contain the terms that address this access.</p>	<p style="text-align: center;">This Article sets forth CenturyTel's and Socket's agreement to the following terms and conditions for the printing and distribution of White Pages directories.</p> <p>1.0 INTRODUCTION</p> <p>1.1 CenturyTel, either directly or through a third party, provides and distributes alphabetical (White Pages) directories in its certificated local exchange operating areas.</p> <p>1.2 Socket also desires distribution to Socket's Customers of the White Pages directories that include listings of Socket's customers</p> <p>1.3 CenturyTel will make available to Socket, for Socket Customers, non-discriminatory access to White Pages, as described in Section 2 of this Attachment.</p>	<p>While it is appropriate for the parties' successor ICA to address this topic of white pages directories, Socket's proposed language is inappropriate as applied to CenturyTel.</p> <p>Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a total of 38 UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations,</p>

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						<p>procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC's operations and offerings.</p> <p>Here, for example, Socket inappropriately proposes contract language referring to nonexistent "CenturyTel Directory Assistance Databases." No such things exist; CenturyTel does not have a Directory Assistance database to provide access to Socket. Instead, CenturyTel contracts with a vendor to provide Directory Assistance services. Within the service agreement itself, CenturyTel's vendor will not accept listings from a non-CenturyTel entity. Socket has the same opportunity to receive Directory Assistance services as CenturyTel does, by contracting a Directory Assistance vendor.</p> <p>Likewise, Socket's use of the phrase "classified directory listings" is inapplicable to CenturyTel. Because Socket's proposed contract language purports to impose inapplicable SBC-</p>

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						oriented obligations on CenturyTel, the Commission should reject Socket's language.
May CenturyTel limit Socket's access to telephone numbers, directory assistance services, and directory listings to only Socket's resale customers?	2	2.0	<p>2.0 SERVICE PROVIDED</p> <p>2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, CenturyTel will include in appropriate White Pages and classified directories the primary alphabetical listings of all Socket end users located within the local directory scope. When Socket provides its subscriber listing information to CenturyTel's listings database, Socket will receive for its retail end users, one primary listing in CenturyTel's White Pages and a listing in CenturyTel's directory assistance database at no charge. CenturyTel shall also make available at no charge to Socket Telecom or its Subscribers one listing for each Socket Telecom business customer under the appropriate heading in CenturyTel's applicable classified Directories, such headings and Directories to be determined at CenturyTel's discretion.</p> <p>2.1.1 Where a Socket retail end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the White</p>	CenturyTel's proposed language for this Article consists entirely of a section devoted to listings in CenturyTel's published directory, but not in its directory assistance database – and only for resale customers. CenturyTel is required, under FCC rules, to accept the listings of ALL of Socket's customers for including in its directory assistance and operator services databases. It cannot discriminate and refuse to include them in directory assistance services, nor can it leave them out of its telephone directory because such exclusions would be discriminatory because CenturyTel would be treating Socket differently than it treats itself. Further, CenturyTel cannot demand that Socket negotiate and execute a separate agreement outside the ICA for its UNE customers (as opposed to its resale customers) as this again is a form of discrimination.	<p>2.0 SERVICE PROVIDED</p> <p>2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, CenturyTel will include in appropriate White Pages directories the primary alphabetical listings of all Socket end users located within the local directory scope. The rules, regulations and publishing company requirements are subject to change from time to time. When Socket provides its subscriber listing information to CenturyTel's listings database, Socket will receive for its retail end users, one primary listing in CenturyTel's White Pages.</p> <p>2.1.1 Where a Socket retail end user requires foreign or other listings in addition to the primary listing to appear in the White Pages directory,</p>	<p>The Commission should reject Socket's proposed language because it is patently inapplicable to CenturyTel and would impose obligations on it that exceed those imposed by federal law.</p> <p>Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a total of 38 UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope,</p>

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			<p>Pages directory, CenturyTel will assess Socket a monthly charge for such listings at CenturyTel’s tariffed rates less the applicable wholesale resale discount. When Socket wishes to list a retail end user in CenturyTel’s Directory Assistance database but does not wish to have its retail end user listed in CenturyTel’s White Pages directory, the rate for Non-Published service less the applicable wholesale resale discount shall apply. In addition, Socket may elect to have its retail end user unlisted in the Direct Assistance database and not published in CenturyTel’s White Pages directory for a monthly charge at CenturyTel’s tariffed rates less the applicable wholesale resale discount for those non-published, non-listed services.</p> <p>2.2 Socket will furnish to CenturyTel subscriber listing information pertaining to Socket end users located within the local directory scope, along with such additional information as CenturyTel may require to prepare and print the alphabetical listings of said directory. Socket will provide its subscriber listing information to CenturyTel via a mechanical or manual feed of the directory listing information to CenturyTel’s Directory Listing database. CenturyTel will accept</p>		<p>CenturyTel will assess Socket a monthly charge for such listings at CenturyTel’s tariffed rates. An additional monthly charge at CenturyTel’s tariff rates shall apply when Socket does not wish to list a retail end user in CenturyTel’s White Pages directory.</p> <p>2.2 Socket will furnish to CenturyTel subscriber listing information pertaining to Socket end users located within the local directory scope, along with such additional information as CenturyTel may require to prepare and print the alphabetical listings of said directory.</p> <p>2.3 Socket will provide its subscriber listing information</p>	<p>serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC’s operations and offerings.</p> <p>In its proposed language, Socket again inappropriately discusses a nonexistent “CenturyTel Directory Assistance Databases.” As noted above, no such things exist; CenturyTel does not have a Directory Assistance database to provide access to Socket. Instead, CenturyTel contracts with a vendor to provide Directory Assistance services. Within the service agreement itself, CenturyTel’s vendor will not accept listings from a non-CenturyTel entity. Socket has the same opportunity to receive Directory Assistance services as CenturyTel does, by contracting a Directory Assistance vendor. Moreover, Socket’s attempt to require mechanized processes is overly broad and legally impermissible here. Until such time as CenturyTel develops a mechanized</p>

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			<p>listing information from Socket via a mechanical or manual feed. CenturyTel shall provide to Socket instructions for submitting subscriber listings for both the mechanical and manual methods within 30 days of the effective date of this agreement.</p> <p>2.3 The parties agree that submitting listing information via a mechanized process is the preferable method. The parties will use their best efforts to work towards a solution that permits Socket to submit listing information via a mechanized interface.</p> <p>2.4 Socket will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a retail end user. CenturyTel shall process Socket orders for updates to subscriber listing information within three (3) Business Days of Socket submitting the information to CenturyTel. Socket must submit all listing information intended for publication by the directory close date.</p> <p>2.5 CenturyTel will provide electronic directory listing verification</p>		<p>to CenturyTel via a manual feed of the directory listing information to CenturyTel’s Directory Listing database in accordance with CenturyTel’s instructions. CenturyTel will accept listing information from Socket according to the manual listing methods, procedures, and ordering instructions identified by CenturyTel via the DSR Process per OBF standard to CenturyTel or its Publisher as directed by CenturyTel.</p> <p>2.3.1 The parties agree that submitting listing information via a mechanized process is the preferable method. At such time as CenturyTel implements a mechanized solution for submission of listings information, which shall be in a manner and at such time as CenturyTel determines in its sole discretion, CenturyTel and Socket shall cooperate with one another to transition the manual process to the mechanized solution.</p> <p>2.3.2 Socket’s subscriber listings will be interfiled (interspersed) in the White Pages directory among CenturyTel’s subscriber listing information.</p>	<p>process, the type of reports requested by Socket are not possible and would be more than is required under CenturyTel’s parity-based obligations. CenturyTel provides Socket with the information being requested in a pre-determined file format, and in accordance with its established production schedules prior to the publication of each directory, so that the accuracy of its own listings can be confirmed.</p> <p>Moreover, the contract language should not refer to the classified (yellow pages) directories within this Article. Yellow pages are a non-regulated service outside the scope of the parties’ 251/252-based successor ICA. Similarly, the concept of “enhanced” listings refers to a paid item of advertising, regardless of its presence in the white pages, and is only available to purchase rather than handled on a service order basis. To the extent that Socket’s proposed language disregards the CenturyTel-specific aspects of this issue and purport to impose both SBC-oriented and otherwise inappropriate burdens on CenturyTel, the Commission should reject those proposals.</p>

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			<p>to Socket on a monthly basis at no charge to Socket.</p> <p>2.5.1 On a monthly basis, CenturyTel will provide Socket with a complete list of all of Socket’s subscriber directory listing information. This list shall contain only Socket’s subscribers, and shall be in an electronic delimited text format or equivalent format that may be electronically searched and sorted.</p> <p>2.5.2 Socket will review that information and notify CenturyTel of any errors or omissions. CenturyTel shall correct any errors or omissions within three (3) business days of being notified by Socket. In order to ensure that any directory listing information was revised correctly, CenturyTel shall provide a list of all revised directory listings to Socket within seven (7) business days of being notified that a listing needed to be corrected, added, or deleted. This process shall continue until a directory listing information is accurate.</p> <p>2.6 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, CenturyTel will provide Socket with an electronic verification report, in directory appearance</p>		<p>2.3.3 Socket will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory listing of a retail end user. CenturyTel shall process Socket orders for updates to subscriber listing information within three (3) Business Days of receipt in accordance with the rates set forth in the exhibit pertaining to directory services. Socket must submit all listing information intended for publication by the directory close date.</p> <p>2.4 Upon implementation of a mechanized process, as contemplated by Sec 2.3.1, the parties shall cooperate to develop an electronic directory listing process.</p> <p>2.4.1 CenturyTel shall provide Socket with a complete list of all of Socket’s subscriber directory listing information prior to the publication of each White Pages directory. Such galley shall be made available in accordance with publishing schedules after business close and prior to final galley due date as established by CenturyTel.</p>	

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			<p>format, of all subscriber listings, containing the listing information that will appear in the directory.</p> <p>2.6.1 This listing shall contain only Socket’s subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. Socket will review this electronic verification list and will submit any necessary additions, deletions or modifications to CenturyTel no less than thirty (30) days prior to the CenturyTel Business Office Close date for that directory, provided that CenturyTel made the electronic verification list available to Socket in a timely manner as specified above.</p> <p>2.7 CenturyTel shall provide Socket with publication schedules, including the directory close dates for the White Pages. This information shall be provided to Socket within 10 days of the effective date of this agreement. CenturyTel will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher’s notification to CenturyTel of the schedule or update, but not later than thirty (60) calendar days prior such changes becoming effective.</p>		<p>2.4.2 Socket will review the information contained in the galley and notify CenturyTel in writing of any errors or omissions within five (5) Business Days. CenturyTel shall correct any errors or omissions within three (3) Business Days of being notified by Socket.</p> <p>2.5 CenturyTel shall provide Socket with publication schedules, including the directory close dates for the White Pages associated with areas where Socket is providing local service. This information shall be provided to Socket within 10 days of the effective date of this Agreement. CenturyTel will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher’s notification to CenturyTel of the schedule or update, but not later than thirty (30) calendar days prior such changes becoming effective.</p> <p>2.6 Each Socket subscriber will receive one copy per primary retail end user listing, as provided by Socket, of CenturyTel’s White Pages directory in the same manner and at the same time that they are delivered</p>	

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			<p>2.8 Each Socket subscriber will receive one copy per primary retail end user listing, as provided by Socket, of CenturyTel’s White Pages directory in the same manner and at the same time that they are delivered to CenturyTel subscribers during the annual delivery of newly published directories.</p> <p>2.9 CenturyTel will deliver one copy per primary retail end user listing of CenturyTel’s White Pages, as described in Section 2.6 above, at no charge. CenturyTel has no obligation to warehouse White Pages directories for Socket or provide White Pages directories to Socket’s retail end users subsequent to the annual distribution of newly published directories. Socket may arrange for additional directory distribution services with CenturyTel’s directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and Socket.</p> <p>2.10 CenturyTel will include, at no charge, Socket Telecom critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (if information pages are available in a given Directory) for communities where Socket Telecom</p>		<p>to CenturyTel subscribers during the annual delivery of newly published directories.</p> <p>2.7 CenturyTel will deliver one copy per primary retail end user listing of CenturyTel’s White Pages, as described in Section 2.6 above, at no charge. CenturyTel has no obligation to warehouse White Pages directories for Socket or provide White Pages directories to Socket’s retail end users subsequent to the annual distribution of newly published directories. Socket may arrange for additional directory distribution services with CenturyTel or its directory publishing affiliate, pursuant to terms and conditions agreed to by CenturyTel and Socket.</p> <p>2.8 CenturyTel will include, at no charge, Socket Telecom critical contact information alphabetically (by local exchange carrier) in the information pages of its White Pages directories (if information pages are available in a given directory) for communities where Socket Telecom furnishes Local Service, in accordance with relevant standards for inclusion in a given Directory. For this purpose, Socket Telecom must (1) supply in a timely manner critical contact information needed by CenturyTel to</p>	

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			<p>furnishes Local Service, in accordance with relevant standards for inclusion in a given Directory. For this purpose, Socket Telecom must (1) supply in a timely manner critical contact information needed by CenturyTel to produce information pages, and (2) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes CLEC name and logo, telephone numbers for telephone services, billing, and repair services.</p>		<p>produce information pages, and (2) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes Socket's name and logo, telephone numbers for telephone services, billing, and repair services.</p>	
	3	3.0	<p>3.0 USE OF SUBSCRIBER LISTING INFORMATION</p> <p>3.1 CenturyTel agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include Socket's subscriber listing information in an area directory, and to handle Socket's subscriber listing information in the same manner as CenturyTel's subscriber listing information. In exchange for CenturyTel serving as the single point of contact and handling all subscriber listing information equally, Socket authorizes CenturyTel to include and use Socket subscriber listing information provided to CenturyTel pursuant to this Attachment in CenturyTel's White Pages and classified directories, CenturyTel's</p>	<p>All providers, including Socket, have an obligation to provide their directory listings to competitive directory publishers. Because CenturyTel is obligated to incorporate the listings of Socket's customers into its database, and probably would have to take an extra step to extract Socket's customers before providing CenturyTel's own customers to a competitive directory provider, it is more efficient for both Socket and CenturyTel to have CenturyTel handle the provision of all of the listings to alternate publishers. Because CenturyTel would receive payment from the alternate providers for the listings (including for Socket's listings), that compensation should be sufficient for CenturyTel's agreement to provide Socket's listings along with its own. This language is derived in large part from the white pages attachment</p>	<p>3.1 CenturyTel agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include Socket's subscriber listing information in an area directory, and to handle Socket's subscriber listing information in the same manner as CenturyTel's subscriber listing information. In exchange for CenturyTel serving as the single point of contact and handling all subscriber listing information equally, Socket authorizes CenturyTel to include and use Socket subscriber listing information provided to CenturyTel pursuant to this Attachment in CenturyTel's White Pages and classified directories, and to provide Socket subscriber listing information to directory publishers. Included in this authorization is the release of</p>	<p>While it is appropriate for the parties' successor ICA to address this topic of white pages directories, Socket's proposed language is inappropriate as applied to CenturyTel.</p> <p>Here and elsewhere, Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket's effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has</p>

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			<p>Directory Assistance databases, and to provide Socket subscriber listing information to directory publishers. Included in this authorization is the release of Socket listings to requesting competing carriers and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is CenturyTel's use of Socket's subscriber listing information in CenturyTel's directory assistance, directory assistance related products and services, and directory publishing products and services. Socket's subscriber listing information will remain the property of Socket, and Socket will be responsible for the billing and collection of any license fees or compensation for Socket listings to third party publishers and others receiving listings pursuant to this section. CenturyTel will not bill or collect such license fees on Socket's behalf. Except as stated herein, CenturyTel will not sublicense, assign, sell or transfer Socket's subscriber listing information provided hereunder, nor will CenturyTel authorize any other company or any person to use Socket's subscriber listing information for any other purpose. CenturyTel will take the same measures to guard against unauthorized use of Socket's listings</p>	<p>that the Commission approved as reasonable and appropriate in Case No. TO-2005-0336, and should be adopted here as well.</p>	<p>Socket listings to requesting competing carriers and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is CenturyTel's use of Socket's subscriber listing information in CenturyTel's directory publishing products and services. Socket's subscriber listing information will remain the property of Socket. Except as stated herein, CenturyTel will not sublicense, assign, sell or transfer Socket's subscriber listing information provided hereunder, nor will CenturyTel authorize any other company or any person to use Socket's subscriber listing information for any other purpose. CenturyTel will take the same measures to guard against unauthorized use of Socket's listings as CenturyTel takes to protect its own listings from unauthorized use, whether by CenturyTel, its agents, employees or others.</p> <p>3.2 CenturyTel further agrees not to charge Socket for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of Socket's subscriber list information to directory publishers, Socket agrees</p>	<p>received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a total of 38 UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC's operations and offerings.</p> <p>Here, for example, Socket inappropriately proposes contract language referring to nonexistent "CenturyTel Directory Assistance Databases." No such things exist; CenturyTel does not have a Directory Assistance database to provide access to Socket. Instead, CenturyTel contracts with a vendor to provide Directory Assistance services. Within the service</p>

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			<p>as CenturyTel takes to protect its own listings from unauthorized use, whether by CenturyTel, its agents, employees or others.</p> <p>3.2 CenturyTel further agrees not to charge Socket for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of Socket's subscriber list information to directory publishers, Socket agrees that it will receive no compensation from CenturyTel for CenturyTel' receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such Socket subscriber list information shall be intermingled with CenturyTel's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by CenturyTel.</p>		<p>that it will receive no compensation from CenturyTel for CenturyTel' receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such Socket subscriber list information shall be intermingled with CenturyTel's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by CenturyTel. CenturyTel shall receive as its compensation, such listing fees from independent and third party publishers as CenturyTel receives for the licensing such listings.</p>	<p>agreement itself, CenturyTel's vendor will not accept listings from a non-CenturyTel entity. Socket has the same opportunity to receive Directory Assistance services as CenturyTel does, by contracting a Directory Assistance vendor.</p> <p>Likewise, Socket's use of the phrase "classified directory listings" is inapplicable to CenturyTel. Because Socket's proposed contract language purports to impose inapplicable SBC-oriented obligations on CenturyTel, the Commission should reject Socket's language.</p>
Should the Article contain a notice that indemnification and limitation of liability provisions are contained elsewhere?	4	4.0	<p>4.0 LIABILITY</p> <p>4.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.</p>	Special issues concerning indemnity and liability often arise in areas concerning telephone customers' directory listings. Even CenturyTel has proposed extra language in Article IV to cover this situation. Socket believes that all indemnity and liability provisions are most appropriately addressed in a single		The Commission should reject Socket's proposed language as unnecessary. Socket recognizes that the substantive provisions addressing indemnification and limitation of liability reside elsewhere in the parties' ICA, and the proposed language offers nothing more.

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				provision of the contract. In this case, however, a pointer is appropriate so that the Parties will readily know where such provisions can be found in the contract.		

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