

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. INTRODUCTION231

2. PERMANENT NUMBER PORTABILITY (PNP).....231

3. MASS CALLING CODES233

4. SPNP QUERY SERVICE.....234

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS235

APPENDIX NP (NUMBER PORTABILITY)

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability mutually provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 SBC-12STATE - As used herein, SBC-12STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE and SBC-2STATE the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 SBC-13STATE - As used herein, SBC-13STATE means SBC SOUTHWEST REGION 5-STATE, SBC MIDWEST REGION 5-STATE, SBC-2STATE and SBC CONNECTICUT the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 SBC CALIFORNIA – As used herein, SBC CALIFORNIA means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California.
- 1.6 SBC CONNECTICUT - As used herein, SBC CONNECTICUT means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.7 SBC MIDWEST REGION 5-STATE - As used herein, SBC MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.8 SBC NEVADA - As used herein, SBC NEVADA means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.
- 1.9 SBC SOUTHWEST REGION 5-STATE - As used herein, SBC SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

2. PERMANENT NUMBER PORTABILITY (PNP)

- 2.1 General Terms and Conditions
 - 2.1.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

- 2.1.2 Other than as specifically set out elsewhere in this agreement, SBC MISSOURI does not offer PNP under this agreement. Rather, PNP is available as described in Section 14 of the Connecticut Tariff FCC No. 39.
- 2.2 The Parties shall:
 - 2.2.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
 - 2.2.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.
- 2.3 Obligations of SBC-12STATE
 - 2.3.1 SBC CALIFORNIA/SBC NEVADA/SBC-SBC MIDWEST REGION 5-STATE/SBC SOUTHWEST REGION 5STATE has deployed LRN in all of their switches.
 - 2.3.2 SBC-13STATE will open unrestricted non portable codes within 180 days of the receipt of a BFR (bona fide request). A sample BFR is provided in Exhibit 1.
 - 2.3.3 SBC-12STATE may cancel any line-based calling cards associated with telephone numbers ported from their switch.
- 2.4 Obligations of CLEC
 - 2.4.1 The CLEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.
 - 2.4.2 After the initial deployment of PNP in a mandated MSA, CLEC shall submit a BFR (see EXHIBIT 1) to request that a SBC SOUTHWEST REGION 5STATE switch in that MSA become LRN capable. The requested switch will be made LRN capable within the time frame stipulated by the FCC.
 - 2.4.3 When CLEC requests that an NXX in an LRN capable SBC-12STATE switch become portable, CLEC shall follow the industry standard LERG procedure.
 - 2.4.4 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.
- 2.4.5 CLEC shall adhere to SBC-12STATE's Local Service Request (LSR) format and PNP due date intervals. Obligations of Both Parties
 - 2.5.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being used in the rate center.
 - 2.5.2 Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
 - 2.5.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
 - 2.5.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
 - 2.5.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth in industry guidelines.
 - 2.5.6 Each Party shall abide by NANC and the associated industry guidelines for provisioning and implementation processes.
 - 2.5.7 Each Party shall become responsible for the End User's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User's telephone number to their switch.

2.5.8 Each party shall adhere to the reserved number terms and conditions pursuant to Appendix Numbering.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported as a basic network offering only within SBC Missouri rate centers as approved by State Commissions. "Porting within rate centers" refers to the physical location of the end user. If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates the old rate center) as a basic network (non FX) offering. An end user may retain his phone number assignment when moving from one rate center to another by receiving tariffed FX service from his new service provider or by the use of a Tariffed "Remote Call Forwarding" offering from his new service provider. The term "FX" in this attachment refers to number assignments and moves outside of rate centers, and is different from the term "FX" in the Compensation attachment which refers TO number assignments and moves outside of a mandatory local calling area.

2.6.2 Telephone numbers in the following NXXs shall not be ported (i) Official Communications Services (OCS) NXXs; and (ii) 555, 976, 950.

2.6.3 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Choke numbers will be ported as described in Section 5 of this Appendix.

2.7 Service Descriptions

2.7.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX and if the number is not working on the switch, a query is launched to the PNP database to determine whether or not the called number is ported.

2.7.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the CdPN (Called Party Number) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

2.7.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.

2.7.4 The FCI (Forward Call Identifier) field's entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.7.5 The CLEC shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.8 Pricing

2.8.1 Except as set forth in Section 4, the parties agree not to charge each other for ordering, provisioning, or conversion of ported telephone numbers as a means for the other to recover the costs associated with LNP.

3. MASS CALLING CODES

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by either party in special circumstances where large numbers of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines available for terminating those calls, and/or the STP's query capacity to the PNP database. The following two different sets of End User objectives usually create this condition: (a) low call completion; and (b) high call completion.

- 3.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, both parties will provide mass calling code portability using a non-LRN solution.
- 3.2 Service Provided
 - 3.2.1 Both parties will offer the ability to port telephone numbers with mass calling NXX codes.
 - 3.2.2 When a CLEC requests that a SBC-12STATE number with a mass calling NXX code be ported to its network, SBC-12STATE will build translations at the CSO to route the incoming calls to a CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to the CLEC central office.
 - 3.2.3 In this non-LRN scenario, calls to the SBC-12STATE mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the SBC-12STATE mass calling tandem and/or SBC MIDWEST REGION 5-STATE mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the SBC-12STATE choke serving central office (CSO).
- 3.3 Obligations of SBC-12STATE
 - 3.3.1 SBC-12STATE will port its numbers with mass calling NXXs upon request by the CLEC.
 - 3.3.2 SBC-12STATE will not charge the CLEC for the use of its choke network by the CLEC's mass calling customer. In exchange, SBC-12STATE shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.
- 3.4 Obligations of CLEC
 - 3.4.1 CLEC and SBC-12STATE shall agree as to the mass calling due date intervals.
 - 3.4.2 The CLEC shall provide the facility and DID trunk group from the SBC-12STATE CSO to the CLEC's serving office. The CLEC shall size this one-way MF trunk group.
- 3.5 CLEC Mass Calling Codes
 - 3.5.1 Should the CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), the CLEC shall connect its CSO(s) on a SBC-12STATE mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from SBC-12STATE's tandem and/or SBC MIDWEST REGION 5-STATE mass calling hub to the CLEC. In order to allow the Parties time to order and install such mass calling trunks, the CLEC shall provide SBC-12STATE notification of its intention to deploy mass calling NXX code(s) at least ninety (90) days before such codes are opened in the LERG. For more information regarding this mass local interconnection trunk group, See Appendix ITR.
 - 3.5.2 MF SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where SBC-12STATE and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility.

4. SPNP QUERY SERVICE

- 4.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User based on the FCC rules) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 4.2 If either party chooses not to fulfill its N-1 carrier responsibility, , the other party will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, the party providing the query

service will charge and CLEC agrees to pay the default queries charges set forth in the CLEC contract or the SBC tariffs following:

- 4.2.1 SBC MIDWEST REGION 5-STATE - Section 6 of the FCC No. 2 Access Services Tariff
- 4.2.2 SBC NEVADA - Section 19 of the FCC No. 1 Access Services Tariff
- 4.2.3 SBC CALIFORNIA – Section 13 of the FCC No. 1 Access Services Tariff
- 4.2.4 SBC SOUTHWEST REGION 5-STATE – Section 34 of the FCC No. 73 Access Services Tariff.
- 4.3 SBC-12STATE provides CLECs the optional use of the SBC-12STATE LNP database via the SPNP Query Service-Database. When CLEC orders SPNP Query Service-Database, SBC-12STATE shall charge and CLEC agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 4.2 above. The CLEC's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. SBC-12STATE's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 4.4 When purchasing the SPNP Query Service - Database, CLEC will access SBC-12STATE's facilities via an SS7 link to the SBC-12STATE STP.
- 4.5 When purchasing the SLNP Query Service - Database, CLEC will advise SBC-12STATE of the entry point(s) of queries to the SBC-12STATE network and provide a query forecast for each entry point.
- 4.6 If SBC-12STATE chooses not to fulfill its N-1 carrier responsibility, CLEC will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event CLEC will charge and SBC-12STATE agrees to pay the default queries charges set forth in CLEC's appropriate access tariff.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation; construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT 1

PERMANENT NUMBER PORTABILITY (PNP) BONA FIDE REQUEST (BFR) PROCESS

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (CLECs) shall use to request that PNP be deployed in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and additional switch(es) in an MSA in which PNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶180), CLEC can request that PNP be deployed in additional MSAs beginning January 1, 1999. SBC-13STATE is to provide PNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶¶65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSAs can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

- equipped remote switches within 30 days
- hardware capable switches within 60 days
- capable switches requiring hardware within 180 days
- non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from CLEC to its SBC-13STATE Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become PNP capable.
- The date when PNP capability is requested with the FCC established time frames being the least amount of time.

An initial response from the SBC-13STATE Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to CLEC within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

DATE: (date of request)

TO: (name of service provider)
(address of service provider)
(contact name/number)

FROM: (requester/service provider name/ID)
(requester switch(es)/CLLI)
(authorized by name)
(authorized by title)
(contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Notes: ¹ List each switch targeted for LNP by its specific CLLI code.

² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.

³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while CLEC may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

DATE: (date of response)

TO: (requester/CLEC name/ID)
(contact name/address/number)
(requester switch(es)/CLLI)

FROM: (name of service provider)
(address of provider)
(contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or <i>Modified Effective Date</i>	Ineligible NPA-NXXs
_____(CLLI 1)	_____	_____	_____
_____(CLLI 2)	_____	_____	_____
_____(CLLI 3)	_____	_____	_____
_____(CLLI 4)	_____	_____	_____

Switch request(s) denied/reason for denial:

_____(CLLI 1): _____

_____(CLLI 2): _____

_____(CLLI 3): _____

Authorized company representative signature/title:
