

APPENDIX WIRELESS NUMBER PORTABILITY

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APPENDIX NUMBER PORTABILITY

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability (NP) provided by AT&T-13STATE and Wireless Service Provider (WSP).
- 1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.4 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.6 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA**, and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.
- 1.7 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.
- 1.8 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.9 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.10 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, the applicable AT&T owned ILEC doing business in Arkansas.
- 1.11 **AT&T CALIFORNIA** - As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T owned ILEC doing business in California.
- 1.12 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **AT&T KANSAS** - As used herein, **AT&T KANSAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, the applicable AT&T owned ILEC doing business in Kansas.
- 1.14 **AT&T ILLINOIS** - As used herein, **AT&T ILLINOIS** means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

- 1.15 **AT&T INDIANA** - As used herein, **AT&T INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.
- 1.16 **AT&T MICHIGAN** - As used herein, **AT&T MICHIGAN** means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned doing business in Michigan.
- 1.17 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.
- 1.18 **AT&T MISSOURI** - As used herein, **AT&T MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri, the applicable AT&T owned ILEC doing business in Missouri.
- 1.19 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T owned ILEC doing business in Nevada.
- 1.20 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.
- 1.21 **AT&T OKLAHOMA** - As used herein, **AT&T OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma, the applicable AT&T owned ILEC doing business in Oklahoma.
- 1.22 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.
- 1.23 **AT&T TEXAS** - As used herein, **AT&T TEXAS** means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T owned ILEC doing business in Texas.
- 1.24 **AT&T WISCONSIN** - As used herein, **AT&T WISCONSIN** means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. LOCAL NUMBER PORTABILITY (LNP)

2.1 General

The Parties agree that the Industry has established Location Routing Number (LRN) technology as the method by which Local Number Portability (LNP) will be provided in response to FCC Orders in FCC CC Docket 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 LNP via LRN to each other on a reciprocal basis as required by such FCC Orders or Industry agreed upon practices.

2.2 Obligations of Both Parties

2.2.1 The Parties shall:

2.2.1.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and

2.2.1.2 provide LNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

2.2.2 Each Party shall deploy LNP software in all switches within the 100 largest Metropolitan Statistical Areas (MSAs) as per FCC CC Docket 95-116 (i.e. the First Report and Order and subsequent Orders issued to the date this Agreement was signed). Additionally, those areas identified as within the 100 largest MSAs as a result of the last Census Bureau report shall also be included within this mandatory group of number portable switches.

- 2.2.3 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 be released back to the carrier owning the switch in which the telephone number's NXX is native within the time frames set forth in FCC CC Docket 95-116.
- 2.2.4 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.
- 2.2.5 Industry guidelines shall be followed regarding all aspects of porting numbers from one carrier to another, including but not limited to NANC Local Number Portability (LNP) Interservice Provider Operation Flows.
- 2.2.6 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.2.7 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 by the Wireless Testing Sub-Committee (WTSC).
- 2.2.8 When a Party ports an End User's telephone number to its switch, that Party shall become responsible for the End User's E911 record and other related telecommunication items.
- 2.2.9 Each Party 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 LNP.
- 2.2.10 All porting involving WSP will be handled via subscription versions submitted to the existing NPAC with downloads to Local SMS (LSMS).
- 2.2.11 The Parties agree that porting between wireless and wireline service providers will use existing wireline defined LNP porting intervals, including intervals for Firm Order Commitment (FOC) as set forth in the "North American Numbering Council, Local Number Portability (LNP), Inter Service Provider Operations Flows". Each Party is responsible for meeting the FOC intervals.
- 2.2.12 As part of the pre-ordering process, after receiving notification from the Party placing the porting request ("Requesting Party"), the other Party shall provide the Customer Service Record of the End User whose number is being ported upon request.
- 2.2.13 When either Party requests that an NXX in an LNP capable switch become portable, Parties shall follow the industry standard Local Exchange Routing Guide (LERG) procedure.
- 2.2.14 Consistent with Inter-Service Provider Local Number Portability (LNP) Operations Flows developed by the National Number Portability Operations (NNPO)/Wireless Number Portability Operations teams and as approved by the North American Numbering Council (NANC), the Local Service Request (LSR) will be the means of communication for all Local Number Portability (LNP) requests between Wireline and Wireless Carriers. Business rules supporting LNP ordering are to be based upon Ordering and Billing Forum (OBF) standards; for requests coming to AT&T, the AT&T 13-state Local Service Ordering Requirements (LSOR) shall be used. Parties agree that Number Portability LSRs will be submitted in one of the current supported versions of the AT&T 13-state LSOR consistent with LSR versioning rules supported by AT&T.
- 2.2.15 All NPA-NXXs within the top 100 MSAs will be marked portable in the LERG.
- 2.2.16 An LRN must be provided for all switches marked as LNP capable. The appropriate Party must be the LERG assigned code owner of the LRN's NPA/NXX. The operating company number (OCN) associated with this NPA/NXX will identify the provider. The LRN must be in the same Local Access and Transport Area (LATA) as the ported number. At minimum, there will be at least one (1) LRN per LATA per switch as documented in the Industry Numbering Committee ("INC") LRN guidelines.
- 2.2.17 If either Party operates as both local exchange carrier and wireless service provider, such party shall have an unique OCN and service provider identification number (SPID) assignments for each entity.

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2.2.18 Prior to actual ordering, WSPs will move telephone numbers associated with their Type 1 trunks to the WSP's switch. Due to technical constraints, port in to Type 1 interconnection trunks will not be permitted. Type 1 trunks that are used exclusively for ancillary services (such as 911 Telecommunication Services, Directory Assistance, etc.) are exempt from this process. Parties agree to cooperate with the migration of telephone numbers associated with their Type 1 trunks to the WSP switch. This may include LERG reassignment, transfer of ownership of a block, or porting of individual numbers.

2.2.19 Both Parties will mark all Type 2 trunks to reflect the Common Language Location Identifier (CLLI) code of their host switch.

2.2.20 Both Parties shall be certified by the Regional NPAC prior to scheduling Intercompany testing of LNP.

2.2.21 Both Parties agree to complete and provide to the other Party a profile that contains information necessary for processing LSRs and for porting. The profile will request carrier name, carrier OCN, SPID, contact information, etc., necessary for the provisioning of all WSP porting requests.

2.3 Limitations of Service

2.3.1 Telephone numbers can be ported only within wireline toll rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.3.2 Parties acknowledge that number portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating/routing concerns. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.

2.3.3 **AT&T-12STATE** will deploy LNP software outside the 100 largest MSAs within six (6) months after receipt of Bona Fide Request (BFR) from WSP (see EXHIBIT 1).

2.3.4 Porting of choke/High Volume Call-In (HVCI) numbers must be accomplished by mutually agreed upon and technically feasible method consistent with NANC approved processes.

2.3.5 Neither Party shall be required to provide LNP for unassigned numbers. The foregoing sentence is not intended to prohibit porting telephone numbers associated with a wireless Type 1 DID group that have not been activated by the wireless carrier.

2.3.6 The Parties do not offer LNP services and facilities for NXX codes 555, 976, 950, or **AT&T-12STATE** Official Communications Services (OCS) NXXs.

2.4 Service Descriptions

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

2.4.2 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 Called Party Number (CdPN) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.

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

2.4.4 The Forward Call Identifier (FCI) field 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.

2.4.5 The WSP 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.

2.5 Pricing

- 2.5.1 Except as set forth in Section 3 – LNP Query Service and Section 4 – Coordinated Hot Cuts (CHC), neither Party shall charge the other Party or such Party's affiliate, subsidiary, or End User for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the costs associated with LNP.

3. LNP QUERY SERVICE

- 3.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) 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.
- 3.2 If WSP chooses not to fulfill its N-1 carrier responsibility, AT&T-12STATE 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, AT&T-12STATE will charge and WSP agrees to pay the default queries charges set forth in:
- 3.2.1 AT&T MIDWEST REGION 5-STATE - Section 6 of the FCC No. 2 Access Services Tariff
- 3.2.2 AT&T NEVADA - Section 19 of the FCC No. 1 Access Services Tariff
- 3.2.3 AT&T CALIFORNIA - Section 13 of the FCC No. 1 Access Services Tariff
- 3.2.4 AT&T SOUTHWEST REGION 5-STATE - Section 34 of the FCC No. 73 Access Services Tariff.
- 3.3 AT&T-12STATE provides WSPs the optional use of the AT&T-12STATE LNP database via the SPNP Query Service-Database. When WSP orders SPNP Query Service-Database, AT&T-12STATE shall charge and WSP agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 3.2 above. The WSP's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T-12STATE's LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.4 When purchasing the SPNP Query Service - Database, WSP will access AT&T-12STATE's facilities via an SS7 link to the AT&T-12STATE STP.
- 3.5 When purchasing the SLNP Query Service - Database, WSP will advise AT&T-12STATE of the entry point(s) of queries to the AT&T-12STATE network and provide a query forecast for each entry point.

4. COORDINATED HOT CUTS (CHC)

- 4.1 A coordinated hot cut ("CHC") is an optional service that permits the WSP to request that AT&T-13STATE hold translations in the donor switch until the WSP gives verbal instruction to implement the porting. Where CHC is requested, both parties agree not to remove translations for the ported number until instructions are received from the requesting party. Upon notice from the requesting party to port the telephone number, both parties agree to release translations with the understanding that translations should be removed within 30 minutes, but that circumstances can sometimes require a greater interval of time.
- 4.2 When WSP orders CHC service, AT&T-13STATE shall charge and WSP agrees to pay for CHC service at the "additional labor" rates set forth in the following applicable FCC Access Services Tariffs:
- 4.2.1 AT&T MIDWEST REGION 5-STATE - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)
- 4.2.2 AT&T NEVADA - FCC No. 1 Access Services Tariff, Section 13.2.6(c)
- 4.2.3 AT&T CALIFORNIA - FCC No. 1 Access Services Tariff, Section 13.2.6(c)
- 4.2.4 AT&T SOUTHWEST REGION 5-STATE - FCC No. 73 Access Services Tariff, Section 13.4.2(c)
- 4.2.5 AT&T CONNECTICUT - FCC No. 39 Access Services Tariff, Section 8.6.2(c).
- 4.3 WSP requesting CHC must provide AT&T-13STATE an access billing account number (BAN) to which charges can be applied.

EXHIBIT 1

[This Attachment is applicable to **AT&T SOUTHWEST REGION 5-STATE** only.]

**LOCAL NUMBER PORTABILITY (LNP)
BONA FIDE REQUEST (BFR) PROCESS**

The Local Number Portability (LNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (or Wireless Service Provider (WSP)) shall use to request that LNP 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 LNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), Wireless carrier can request that LNP be deployed in additional MSAs beginning January 1, 1999. **AT&T SOUTHWEST REGION 5-STATE** is to provide LNP 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 LNP capable in the initial LNP deployment in the top 100 MSAs can be requested to be made LNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF LNP SOFTWARE

The request to make one or more switches in an MSA LNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from WSP to its **AT&T SOUTHWEST REGION 5-STATE** 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 LNP capable.
- The date when LNP capability is requested with the FCC established time frames being the maximum amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which WSP interconnects.
- An initial response from the **AT&T SOUTHWEST REGION 5-STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be LNP capable, must be made to WSPs within ten (10) business days of receipt of the BFR.

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

Southwest Region LNP Network Operations Team

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.

MSA(s): _____

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.

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

Southwest Region LNP Network Operations Team (Continued)

- 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 WSP 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.

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Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/Wireless carrier 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 | Modified Effective Date | 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: _____

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