

ARTICLE IX: ADDITIONAL SERVICES

1.0 NUMBER PORTABILITY

1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

- 1.1.1 “Coordinated Hot Cut (CHC)” – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order, where requested by the Recipient Party, or where required by technical limitations that preclude the use of a Ten-Digit Unconditional Trigger.
- 1.1.2 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Number Portability (“NP”) in accordance with the Act, and applicable FCC rules, regulations and orders.
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If **CLEC requests that CenturyTel port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in CenturyTel Service Guide, which will comply with applicable FCC rules, regulations and orders. ****CLEC’s consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not be deemed as**

consent that the Service Guide is incorporated into, or otherwise made a part of, this Agreement. Further, ****CLEC's consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not establish any liability upon **CLEC, nor shall CenturyTel assess any charges on **CLEC for number porting, or service order charges associated with such requests.**

1.2.2.1 The LSR will have a requested due date that is not less than the standard interval of four (4) Business Days **that is required by Applicable Law.**

1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time a LSR is received **the time frame required by Applicable Law.**

1.2.2.3 For purposes of this Article, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End User location. For purposes of this provision, "large quantities" shall mean fifty (50) one hundred (100) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (*e.g.*, Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.

1.2.3 The Party receiving the LSR will bill the service order charges set forth in the Pricing Article XI for each LSR received. The Party receiving the LSR will bill an Initial Service Order Charge for each initial LSR submitted. A Subsequent Service Order Charge applies to any modification to an existing LSR. **Notwithstanding any other provision of this Agreement, the Pricing Appendices, and any attachment or appendix incorporated herein, the Parties shall not assess charges on one another for porting telephone numbers, or for processing service orders associated with requests for number porting. Neither Party will bill the other Party any service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.**

1.2.4 [Intentionally omitted]

- 1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a **CLEC in a LATA, CenturyTel will route traffic destined for **CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
- 1.2.6 When CenturyTel receives an unqueried call from **CLEC to a telephone number that has been ported to another local services provider, the unqueried call routing rate set forth in Article XI (Pricing) at Section I(B), and NP dip charge, as set forth in Article XI (Pricing) at Section III(D), will apply.
- 1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or **CLEC.
- 1.2.8 When a ported telephone number becomes vacant, e.g. the number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
- 1.2.9 The Recipient Party will be responsible for the End User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User's telephone number in its switch.
- 1.3 Cut-Over Process for Number Porting Orders
 - 1.3.1 TDT Cut-Overs.
 - 1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyTel will update its CenturyTel Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.
 - 1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.
 - 1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger,

unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyTel Service Guide.

1.3.2.2 Pricing for Coordinated Hot Cut.

1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Section III(D) of Article XI (Pricing).

1.3.2.2.2 For calculating “time” and/or “additional time” labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

2.0 ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

2.1 Via Tariff or Separate Agreement

To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. § 153(46), CenturyTel and **CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party’s Tariffs that contain rates, terms and conditions for access to poles, ducts, conduits and rights-of-way (ROW), and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyTel or **CLEC desires access to the other Party’s poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

2.2 Pole Attachment & Conduit Occupancy Agreements

**CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyTel’s facilities or uses CenturyTel’s conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.