

APPENDIX NUMBER PORTABILITY

TABLE OF CONTENTS

1. INTRODUCTION..... 3

2. PERMANENT NUMBER PORTABILITY 3

3. MASS CALLING..... 7

4. PROVISION OF PNP BY CLEC TO TDS TELECOM..... 7

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS..... 7

**APPENDIX NP
NUMBER PORTABILITY**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by TDS TELECOM and CLEC.
- 1.2 Unless otherwise specifically identified in this Appendix Number Portability, the prices at which the Parties agree to provide Number Portability are contained in the Appendix PRICING .

2. PERMANENT NUMBER PORTABILITY

2.1 General Terms and Conditions

- 2.1.1 The Parties agree that the industry has established location routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 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.

2.2 Service Provided

- 2.2.1 The Parties shall:

- 2.2.1.1 provide for the requesting of End Office PNP capability on a reciprocal basis through a written request process; and

- 2.2.1.2 disclose, upon request, any technical limitations that would prevent PNP implementation in a particular switching office; and

- 2.2.1.3 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office(s).

- 2.2.2 The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

2.3 Procedures for Requesting PNP.

- 2.3.1 If a Party desires to have PNP capability deployed in an End Office of the other Party, which is not currently capable, the requesting Party shall issue a written request which specifically requests PNP, identifies the discrete

geographic area covered by the request, and provides a tentative date that the requesting Party expects to need PNP to port prospective customers.

2.3.2 The Party receiving a written request for PNP pursuant to Section 2.3.1 above shall respond to the requesting Party within ten (10) Business Days of receipt of the request, with a date for which PNP will be available in the requested End Office. The receiving Party will proceed to provide PNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65-67.

2.3.3 The Parties acknowledge that each can determine the PNP capable End Offices of the other through the Local Exchange Routing Guide (LERG).

2.4 Obligations of TDS TELECOM:

2.4.1 At the time of execution of this Agreement, TDS TELECOM has deployed PNP in all of its End Offices.

2.5 Obligations of CLEC:

2.5.1 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.

2.5.2 When CLEC requests that an NXX in an LRN capable TDS TELECOM switch become portable, CLEC shall follow the industry standard LERG procedure.

2.5.3 CLEC shall be certified by the Regional NPAC prior to scheduling Intercompany testing of PNP.

2.5.4 For PNP orders, the Parties agree to adhere to the Local Service Ordering Guidelines ("LSOG") as developed by the Ordering and Billing Forum ("OBF") sub-group of the Alliance for Telecommunications Industry Solutions ("ATIS"). Valid CLEC PNP orders shall be processed within TDS Telecom standard due date intervals. Should CLEC request a coordinated port, the due date interval will be negotiated between CLEC and TDS TELECOM.

2.5.5 Complex ports require project management and will require negotiation of due date intervals. Complex ports include:

2.5.5.1 Port requests of 51 or more numbers;

2.5.5.2 Porting of 15 or more access lines for the same customer at the same location;

2.5.5.3 Porting associated with complex services including but not limited to Centrex and ISDN.

2.5.6 CLEC shall adhere to reserved number standards as set by the FCC.

2.5.7 The Parties shall cooperate in performing activities required to port Customer telephone number(s). The primary responsibility for the coordination of such activities will be assumed by the Party acquiring the End User Customer (porting in the Customer telephone number(s)).

2.6 Obligations of Both Parties

2.6.1 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 be released back to the carrier owning the switch in which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

2.6.2 Each Party has the right to block default routed calls from entering a network in order to protect the public switched network from overload, congestion, or failure propagation.

2.6.3 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.

2.6.4 Intracompany testing shall be performed prior to the scheduling of intercompany testing. Intercompany testing shall be performed prior to the submission of actual porting orders.

2.6.5 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 by the InterIndustry LNP Team for porting.

2.6.6 Each Party shall abide by NANC and the InterIndustry LNP Team provisioning and implementation process.

2.6.7 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.

2.6.8 The Parties will provide a 10-digit trigger on all LNP orders where technically feasible.

2.7 Limitations of Service

2.7.1 The only form of NP agreed to by the Parties is Service Provider Portability as defined by the FCC, however, neither party is precluded by this provision from offering other forms of portability to End Users. The exchange of traffic resulting from the provision of such other services shall be subject to the terms of Appendix Reciprocal Compensation of this Agreement.

2.7.2 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.

2.8 Service Descriptions

2.8.1 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 PNP database to determine whether or not the called number is ported.

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

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

2.8.4 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.

2.8.5 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.

2.8.6 Each Party shall perform "default queries" on calls it receives for which queries are required and have not been performed. If a Party chooses to tariff the default query service, the N-1 carrier shall be deemed to have purchased the default query service pursuant to such tariff. If a Party does not choose to tariff the default query service and the other Party is the N-1

carrier, the N-1 carrier shall be deemed to have purchased the default query service under this Agreement, at the rates, terms, and conditions contained in the N-1 carrier's tariff.

2.8.7 Both Parties 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.

2.9 Pricing

2.9.1 Other than standard Service Order charges for processing Local Service Requests (LSRs) as specified in Appendix Pricing, the Parties agree not to charge each other, or any of the other Party's End Users for the provisioning or conversion of ported telephone numbers during regular working hours.

2.9.2 To the extent CLEC requests porting to be performed outside of TDS TELECOM's regular working hours, time and material charges shall apply. Whenever possible, TDS Telecom shall notify CLEC of the applicability of additional charges prior to undertaking such work activity.

3. **MASS CALLING**

3.1 General Terms and Conditions

3.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement 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. Number portability for mass calling codes will be done on an Individual Case Basis.

4. **PROVISION OF PNP BY CLEC TO TDS TELECOM**

4.1 CLEC shall provide PNP to TDS TELECOM under no less favorable terms and conditions as when TDS TELECOM provides such services to CLEC.

5. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

5.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.