

## **APPENDIX NUMBER PORTABILITY**

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**APPENDIX NP  
(NUMBER PORTABILITY)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Number Portability provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 AT&T Inc. (AT&T) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.3 As used herein, AT&T WISCONSIN means an ILEC doing business in Wisconsin.
- 1.4 The prices at which AT&T WISCONSIN agrees to provide CLEC with Numbering Portability are contained in the applicable FCC tariff.

**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 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 AT&T WISCONSIN provides CLEC the use of the AT&T WISCONSIN PNP database via the Service Provider Number Portability (SPNP) Database Query. CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. AT&T WISCONSIN's PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 2.2.2 AT&T WISCONSIN will provide CLEC the use of the AT&T WISCONSIN PNP database, PNP software, and SS7 network via the SPNP Query.

2.2.3 The Parties shall:

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

2.2.3.2 provide PNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office

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

2.3 Obligations of AT&T WISCONSIN

2.3.1 AT&T WISCONSIN has deployed LRN in all of its switches.

2.3.2 AT&T WISCONSIN may cancel any line-based calling cards associated with telephone numbers ported from its switch.

2.4 Obligations of CLEC

2.4.1 When purchasing the SPNP Database Query, CLEC will access AT&T WISCONSIN's facilities via an SS7 link: AT&T WISCONSIN - Section 8 of FCC No. 2 Access Service Tariff.

2.4.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

2.4.3 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.

2.4.4 **THIS SECTION INTENTIONALLY LEFT BLANK.**

2.4.5 When CLEC requests that an NXX in an LRN capable AT&T WISCONSIN switch become portable, CLEC shall follow the industry standard LERG procedure.

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

2.4.7 CLEC shall adhere to LSOG compliant Local Service Request (LSR) format and PNP due date intervals as set forth in most recent version of "AIT STATE USER GUIDE".

2.4.8 CLEC shall adhere to AT&T WISCONSIN's reserved number terms and conditions pursuant to Appendix Numbering.

2.5 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 be released back to the carrier owning the switch in which the telephone number's NXX is native.

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 by the InterIndustry LNP Regional Team for porting.

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

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.

2.6 Limitations of Service

2.6.1 Telephone numbers can be ported only within AT&T WISCONSIN rate centers or rate districts, which ever is a smaller geographic area, as approved by State Commissions.

2.6.2 Telephone numbers in the following AT&T WISCONSIN NXXs shall not be ported: (i) wireless NXXs until the FCC mandates that those NXXs be portable; and (ii) AT&T WISCONSIN Official Communications Services (OCS) NXXs.

- 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 4 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, 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 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.
- 2.7.6 If CLEC chooses not to fulfill its N-1 carrier responsibility, AT&T WISCONSIN will perform 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.
- 2.7.7 CLEC shall be responsible for payment of charges to AT&T WISCONSIN for any queries made on the N-1 carrier's behalf when one or more telephone numbers have been ported in the called telephone number's NXX.
- 2.7.8 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 The price of PNP queries shall be the same as those in AT&T WISCONSIN - Section 6 of the FCC No. 2 Access Services Tariff.

2.8.2 CLEC agrees not to charge AT&T WISCONSIN, nor any AT&T Affiliate, AT&T Subsidiary, or AT&T WISCONSIN End User for the ordering, provisioning, or conversion of ported telephone numbers as a means for the CLEC to recover the costs associated with LNP.

### 3. INP TO PNP TRANSITION

3.1 AT&T WISCONSIN has deployed LRN in all of their switches.

3.2 **THIS SECTION INTENTIONALLY LEFT BLANK.**

3.3 CLEC shall issue LSRs to change its existing INP accounts to PNP within a ninety (90) day window, or as otherwise negotiated, which starts immediately after the FCC mandated PNP Phase completes for that MSA or when a switch in a non-mandated area becomes LNP capable.

3.4 New requests for INP will not be provided in a AT&T WISCONSIN switch once LRN has been deployed in that switch.

3.5 The Parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switch(es) in which those telephone numbers are homed indicating the volume of orders involved in the INP to PNP transition.

### 4. MASS CALLING CODES

#### 4.1 General Terms and Conditions

4.1.1 Mass calling codes, i.e., choke/HVCI NXXs, are used in a network serving arrangement provided by AT&T WISCONSIN 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.

4.1.2 Given the potentially hazardous effect calling conditions of this nature could have on the network, AT&T WISCONSIN will provide mass calling code portability using a non-LRN solution.

#### 4.2 Service Provided

4.2.1 AT&T WISCONSIN will offer the ability to port telephone numbers with mass calling NXX codes via the use of pseudo codes or route index numbers.

In this non-LRN scenario, calls to the AT&T WISCONSIN mass calling NXX code will leave the originating end office over dedicated MF (multi-frequency) trunk groups to the AT&T WISCONSIN mass calling tandem and/or AT&T WISCONSIN mass calling hub. The mass calling tandem will then route the calls over dedicated MF trunks to the AT&T WISCONSIN choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

4.2.2 When CLEC requests that a AT&T WISCONSIN number with a mass calling NXX code be ported to its network, AT&T WISCONSIN will build translations at the CSO to route the incoming calls to CLEC provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to CLEC central office.

#### 4.3 Obligations of AT&T WISCONSIN

4.3.1 AT&T WISCONSIN will port its numbers with mass calling NXXs upon request by CLEC. Non-LRN porting will be done via pseudo code or route index translation in the AT&T WISCONSIN CSO rather than STP queries to the PNP database. This method of porting mass call numbers will be used during both INP and PNP period in each market.

4.3.2 AT&T WISCONSIN will not charge CLEC for the use of its choke network by CLEC's mass calling customer. In exchange, AT&T WISCONSIN shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

#### 4.4 Obligations of CLEC

4.4.1 CLEC shall agree to adhere to LSOG compliant LSR format and to negotiated mass calling due date intervals.

4.4.2 CLEC shall provide the facility and DID trunk group from the AT&T WISCONSIN CSO to CLEC's serving office. CLEC shall size this one-way MF trunk group.

4.4.3 CLEC shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk group.

#### 4.5 CLEC Mass Calling Codes

4.5.1 Should CLEC assign a mass calling NXX code(s) and establish a mass calling interface for traffic destined to its CSO(s), CLEC shall home its CSO(s) on a AT&T WISCONSIN mass calling tandem and a similar mass

calling trunking arrangement (one-way outgoing with MF signaling) will be provided from AT&T WISCONSIN's tandem and/or AT&T WISCONSIN mass calling hub to CLEC. In order to allow the Parties time to order and install such mass calling trunks, CLEC shall provide AT&T WISCONSIN 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.

4.5.2 MF and SS7 trunk groups shall not be provided within the same DS1 facility. A separate DS1 facility per signaling type must be used. Where AT&T WISCONSIN and CLEC both provide mass calling trunking, both Parties' mass calling trunks may ride the same DS1 facility when same signaling type is used.

#### 4.6 Limitations of Service

4.6.1 CLEC shall adhere to AT&T WISCONSIN's reserved number terms and conditions. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original End User, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

### 5. **PROVISION OF PNP BY CLEC TO AT&T WISCONSIN**

5.1 CLEC shall provide PNP to AT&T WISCONSIN under no less favorable terms and conditions as when AT&T WISCONSIN provides such services to CLEC.

### 6. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

6.1 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.