

**ATTACHMENT II**

**LOCAL NUMBERING PORTABILITY**

## **I. QUERY SERVICE FOR PERMANENT NUMBER PORTABILITY (PNP)**

This Appendix between Telco and AWS sets forth the terms and conditions under which Telco will provide AWS Local Number Portability (LNP) on a wireline basis to switches designated in Attachment 1, for those AWS end users choosing to obtain Fixed Wireless service. Fixed Wireless is a service offered by a Commercial Mobile Radio Service (CMRS) provider utilizing its licensed spectrum in which the end user is required to be at a set location. Telco will provide LNP (also referred to in the Tariff as “Service Provider Number Portability” or “SPNP”) to AWS pursuant to the LNP-related rights and obligations established by pertinent law, and by the FCC, in accordance with FCC Tariff No. 2 (“the Tariff”), which is incorporated herein to the extent pertinent to LNP, and as provided herein. Telco intends to comply with FCC orders approving its tariff containing charges for performance of LNP queries, including any true-up to retroactive rates if ordered. AWS will utilize only Type 2A and Type 2B interconnection for exchange of traffic (other than traffic for Ancillary Services or signaling) between its Fixed Wireless switches and Telco's switches.

### **A. Service Provided**

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.
2. If AWS chooses not to fulfill their N-1 carrier responsibility, Telco 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.
3. Telco will provide AWS the use of the Telco LNP database, LNP software, and SS7 network via the Service Provider Number Portability (SPNP) Database Query.
4. AWS's STP, tandem, and/or end office's Location Routing Number (LRN) software will determine the need for, and triggers, the query. 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.
5. 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.

6. When the called number with a portable NXX is not ported, the call is completed as in the pre-PNP environment.
7. 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.
8. AWS shall be responsible for payment of charges to Telco for any queries made on the N-1 carrier's behalf.

B. Obligations of AWS

1. When purchasing the SPNP Database Query, AWS will access Telco's facilities via an SS7 link (Section 6 of FCC 2 Access Service Tariff) to the Telco STP.
2. AWS is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for LNP.
3. When AWS requests that an NXX in an LRN capable Telco switch to become portable, AWS shall follow the industry standard LERG procedure.
4. AWS shall be certified by the Regional NPAC prior to scheduling intercompany testing of PNP.
5. AWS shall adhere to Telco's Local Service Request (LSR) format and LNP due date intervals.
6. Telco will port any reserved numbers for which payment is being received (i.e., DID numbers).

C. Pricing

The price of LNP queries shall be the same as those that appear in Section 13 of the FCC No. 2 Access Service Tariff.

**II. PORTING OF NUMBERS**

The Parties agree to port numbers between their respective networks under the conditions outlined in this Appendix Port and applicable to AWS's number portability capable switch(es) identified in Attachment 1.

A. Obligations of Both Parties

1. Both working and reserved telephone numbers that have been ported will be returned to the DONOR Service Provider when the original end user's service is disconnected or discontinued.
2. Each party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
3. Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
4. Intervals for porting numbers shall be in accordance with NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
5. Prior to initiating number portability, AWS will ensure that it has performed tasks listed in the attached LNP checklist (see Attachment 2).
6. Intracompany testing shall be performed prior to scheduling of intercompany testing.
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 such FCC orders or Industry agreed upon practices for porting.
8. Each Party shall abide by NANC and such FCC orders or Industry agreed upon practices for provisioning and implementation processes.
9. AWS will notify Telco, in writing, of each new NPA-NXX, including associated Rate Center, for which it plans to offer its fixed location wireless service. AWS will follow such FCC orders or Industry agreed upon practices for NPA-NXX code opening process for each of its NPA-NXX codes associated with its number portability capable switch(es) (Attachment 1).
10. The Parties agree to implement LNP in compliance with the FCC and Commission orders.

11. Charges for LNP services not otherwise addressed herein shall be as stated in Telco's CLEC handbook and applicable state tariffs.

B. Limitations of Service

1. Telephone numbers may be ported between Telco and AWS's number portability switch(es) as long as the customers are not changing or moving their Service Location to a point outside the Rate Center in which the NPA-NXX of their telephone number is assigned. A Rate Center is a uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of intrastate and interstate toll tariffs. Telco rate center boundaries, as listed in the Local Exchange Routing Guide (LERG) shall be used.
2. AWS will assign the telephone numbers to its fixed location wireless service customers such that the customer's Service Location is within the same Rate Center assigned to the NPA-NXX of the telephone number. Service Location is defined as the fixed physical geographical location where service is delivered. In a wireline or wireline equivalent context, the Service Location would be where the loop plant is terminated in the Network Interface Device (NID).
3. Roaming is defined as terminal mobility outside AWS's FCC Licensed Service Area. The service for which AWS seeks number portability is a fixed location wireless service utilizing their CMRS spectrum. Therefore, there will not be a roaming component of the service.
4. Telephone numbers with NXXs dedicated to choke networks are not portable via LRN. Choke numbers will be ported as described in Section III of this Appendix.
5. Telco shall only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.
6. Telco does not offer LNP services and Facilities for (i) NXXs 555, 950 and 976, (ii) mobile wireless NXXs until the FCC mandates portability for such NXXs and (iii) NXXs used in conjunction with Telco's Official Communication Services (OCS).

### III. MASS CALLING CODES

Mass Calling codes, ie., High Volume Call-In (HVCI) NXXs, are used in a network serving arrangement provided by Telco under special circumstances where large numbers of incoming calls are solicited by a “Mass Calling Customer” 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 Mass Calling Customer objectives usually create this condition: low call completion, and high call completion.

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

#### A. Service Provided

Telco will offer the ability to port telephone numbers with mass calling NXX code via the use of pseudo codes or route index numbers. In this non-LRN scenario, calls to the Telco mass calling NXX code will leave the originating end office over dedicated MF trunk groups to the Telco mass calling tandem. The Mass Calling tandem will then route the calls over dedicated MF trunks to the Telco 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.

A separate HVCI-Local Interconnection (“HVCI-LI”) trunk group may be provisioned between AWS’s number portability capable switch(es) identified in Attachment 1 and Telco’s LERG-designated HVCI tandem(s) or HVCI Serving Office(s) for each of Telco’s Mass Calling NPA-NXX(s) in a (AWS’s number portability capable switch(es) identified in Attachment 1 -to-Telco tandem) only and shall use MF signaling.

Where Telco and AWS both provide HVCI-LI trunking, both parties’ HVCI-LI trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

When AWS requests that a Telco number within a Telco Mass Calling NPA-NXX be ported to AWS’s network, Telco will build translations at the CSO to route the incoming calls to an AWS-provided, dedicated Direct Inward Dial (DID) MF trunk group from the CSO to AWS’s number portability capable switch(es) identified in Attachment 1.

**B. Obligations of Telco**

Telco will port its numbers with mass calling NXXs upon request by AWS. Non-LRN porting will be done via pseudo code or route index translation in the Telco CSO rather than STP queries to the PNP database.

Telco will not charge AWS for the use of its choke network by AWS's Mass Calling Customer for ported numbers. In exchange, Telco shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) to a ported number that resided in a Telco Mass Calling NPA-NXX.

**C. Obligations of AWS**

AWS shall adhere to Telco's Local Service Request (LSR) format and Mass Calling due date intervals.

AWS shall provide the facility and DID trunk group from the Telco CSO to AWS's number portability capable switch(es) identified in Attachment 1. AWS shall size this one-way MF trunk group appropriately. It is recommended that this group be sized as follows:

<b>Number of Access Lines Served</b>	<b>Number of HVCI-LI Trunks</b>
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 Maximum

AWS shall forego any intercompany terminating compensation for terminating minutes of use (MOU) to a ported number that resided in a Telco Mass Calling NPA-NXX and is now delivered over this trunk group.

**E. Limitations of Service**

AWS shall adhere to Telco's reserved number terms and conditions. When a ported number within a Mass Calling NPA-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 DONOR Service Provider

#### **IV. PROVISION OF PNP BY AWS TO TELCO**

When AWS implements PNP, it shall provide PNP to Telco under no less favorable terms and conditions than those under which Telco provides PNP to AWS.

This attachment is made on an interim basis, until the earlier of either (1) termination of the Agreement or (2) until such time as the FCC, the Commission or an appropriate court makes a determination (the enforcement of which is not stayed) that providers of fixed wireless service offered in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment must be certified as competitive local exchange carriers or should be subject to substantially the same interconnection terms and conditions as wireline local exchange carriers. Telco expressly reserves all of its legal rights and expressly does not waive any position, particularly as to the appropriateness and legality of providing fixed wireless service as a CMRS provider and the need for a true-up to reflect the ultimate decision of applicable regulatory bodies as to how fixed wireless service should be provided by AWS. AWS should not assume that Telco's willingness to provide these interim arrangements is any indication that Telco believes that these arrangements are required by law or the Agreement or can be continued beyond the expiration of the Agreement. Telco also fully reserves its rights, including but not limited to the right to pursue any regulatory, judicial or quasi-judicial action, to determine the appropriateness and legality of providing fixed wireless service in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment as a CMRS provider. AWS reserves all rights, including the right to pursue or contest before any regulatory, judicial, or quasi-judicial entity the services, terms and conditions contained in this Attachment, and reserves the right to assert that the terms and conditions agreed to on an interim basis by this Attachment are not applicable to AWS.

**ATTACHMENT 1**

**AWS's Switch (CLLI)**

**Rate Center**

**NPA-NXX**

**None**

**ATTACHMENT 2****Local Number Portability (LNP) Pre-Order Checklist**

<u>Activity</u>	<u>Resource</u>
1. LRN Software installed and functioning (Switch Vendor)	Switch Vendor
2. Determine provider of LNP database	
3. Identify Service Provider ID (SPID); AWS must have a single SPID per Region	Lockheed Martin www.npac.com
4. Obtain new NXXs and update LERG	Code Administrator
5. Create LRN per switch	
6. Register/certify with region's NPAC	Lockheed Martin www.npac.com
7. Make arrangements for OS, DA, DL	
8. Make arrangements for 911/E911	
9. Contact you LEC Account Manager to: (a) schedule LNP training, (b) gain name and telephone number of testing single point of contact (SPOC) and (c) review SS7	Account Manager
10. Attend training	
11. Schedule and complete LNP testing	LEC SPOC
12. Become knowledgeable of NANC flow	www.fcc.org/ccb/Nanc