

Attachment 5

**Access to Numbers
and
Number Portability**

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Exhibit A, The Local Number Portability Ordering Guide for CLECs

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ACCESS TO NUMBERS and NUMBER PORTABILITY

1 Non-Discriminatory Access to Telephone Numbers

- 1.1 During the term of this Agreement, TCG shall contact NeuStar for the assignment of numbering resources. In order to be assigned a Central Office Code, TCG will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by TCG, BellSouth will provide TCG with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. TCG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code ("CLLIC") and in such instances BellSouth may request that TCG cancel all or a portion of its reservations of numbers. TCG's consent to such request shall not be unreasonably withheld.
- 1.3 Further, upon TCG request and for the purposes of the resale of BellSouth's telecommunications services by TCG, BellSouth will reserve up to 100 telephone numbers per CLLIC, for TCG's sole use. Such telephone number reservations shall be transmitted to TCG via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. TCG acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for TCG's reasonable need in that particular CLLIC.

2 Permanent Number Portability

- 2.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement Permanent Number Portability ("PNP"). Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, interim Service Provider Number Portability ("SPNP") is available pursuant to Section 3 of this Attachment 5.

- 2.2 BellSouth and TCG will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs," Issue 1b, dated October 10, 1999, attached as Exhibit A to this Attachment 5.
- 2.2.1 BellSouth and TCG will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.
- 2.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.
- 2.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.2.4 BellSouth will provide ordering support for TCG's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 7, incorporated herein by this reference. Ordering and provisioning support required by TCG outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, TCG may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to TCG 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.
- 2.2.5 TCG will provide ordering support for BellSouth's PNP requests Monday through Friday, 8:00 a.m. until 5:00 p.m. MST.
- 2.2.6 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.
- 2.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experiences or as offered to other CLECs.
- 2.4 TCG may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

- 2.5 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to TCG where TCG is a subscriber to local switching or where TCG is a reseller of BellSouth telecommunications services. This charge will not be discounted.
- 2.6 **LRN-LNP employs an "N-1" Query Methodology**
- 2.6.1 For interlata or intralata toll calls the originating carrier will pass the call to the appropriate toll carrier who will perform the LNP query. In this situation, the toll carrier is the N-1 carrier.
- 2.6.2 For a local call to a ported number, BellSouth or TCG, as the originating carrier, will be the N-1 carrier. The N-1 carrier will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.6.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP, neither Party will charge a query charge to the other Party when the other Party is the N-1 carrier.
- 2.6.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. Parties are not obligated to perform the LNP-PNP query prior to the first port in an NXX.
- 2.6.5 On calls originating from a Party's network, the Party will populate, in the SS7 Initial Address Message, if technically feasible, the Jurisdiction Information Parameter ("JIP") with the first six digits of the ten digit Location Routing Number ("LRN") in accordance with the applicable industry technical standards.
- 2.7 **SMS Administration**
- 2.7.1 TCG and BellSouth will adhere to the Number Portability Administration Center ("NPAC") Service Management System ("SMS") Functional Requirements Specification ("FRS") as described in the NANC-FRS-Number Portability Administration Center-SMS,

Version 1.1, dated May 5, 1997, as required in FCC Order No. 97-289, released August 18, 1997, or as further required by the FCC in future proceedings.

2.8 **Project Management Guidelines for PNP**

2.8.1 BellSouth will project manage a PNP order from TCG if it meets one or more of the following criteria:

- 51 + telephone numbers on basic service;
- 15 + loops;
- telephone numbers associated with a complex class of service.

2.8.2 As used herein, the term “Project Manage” means that the Parties shall negotiate implementation details, including but not limited to, due dates, cut-over intervals and times, coordination of technical resources and completion notices.

2.9 **Excluded Numbers**

2.9.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 and 976 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

2.10 **Mass Calling Numbers/Choke Networks**

2.10.1 Mass Call Numbers will not be ported with LRN (i.e., there will be no database queries made for mass call number NXX's associated with choke networks). Until the FCC has adopted a standard for porting mass call numbers, the Parties will work cooperatively with each other to direct calls to the mass calling network using arrangements that are economical and efficient for both Parties.

2.11 **Operator Services, Line Information Database (“LIDB”) and Directory Assistance**

2.11.1 If Operator Services, LIDB and Directory Assistance services are provided pursuant to this Agreement, they shall also apply when PNP is in place.

2.12 If Integrated Services Digital Network User Part (“ISUP”) signaling is used, BellSouth and TCG shall provide, if technically feasible, the Jurisdiction Information Parameter (“JIP”) in the SS7 Initial Address Message (“IAM”) in accordance with applicable industry standard technical references.

2.13 **Porting of PNP DID Block Numbers**

BellSouth and TCG shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. BellSouth and TCG shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.

3 **Service Provider Number Portability**

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available on a per telephone number basis through either remote call forwarding ("SPNP-RCF"), LERG reassignments (SPNP-LERG), direct inward dialing trunks (SPNP-DID), or route indexing (SPNP-RI) at the election of the Party requesting SPNP.

4 **SPNP Implementation**

4.1 SPNP is available only where TCG or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis.

4.3 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-

party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls an individual end user account level. The billable detail will be delivered to the requesting Party pursuant to the terms and conditions contained within Attachment 6, incorporated herein by this reference.

- 4.4 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.5 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.6 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.7 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and

routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

- 4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.
- 4.9 If SPNP is deployed by either Party and prior to conversion to PNP:
- 4.9.1 If requested by either Party, the other Party shall provide Emergency Interrupt ("EI") trunks to the requesting Party's End Office for Busy Line Verification/Busy Line Interrupt ("BLV/BLI") call requests for lines that terminate at the requesting Party's End Office;
- 4.9.2 When a BLV/BLI request for a ported number is directed to one Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator;
- 4.9.3 BellSouth shall remove from its LIDB all existing BellSouth issued Telephone Line Number ("TLN")-based card numbers when a customer ports its number to the TCG;
- 4.9.4 Where BellSouth has control of directory listings and/or directory assistance for NXX codes containing ported numbers, BellSouth shall process the requests for directory listings and Directory Assistance entries as specified by TCG on the appropriate service request.
- 4.9.5 TCG shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under SPNP, the Parties agree that all

ported numbers will remain in the Public Service Answering Points ("PSAP") routing databases. When remote call forwarding ("RCF") is used, both the ported numbers and shadow numbers for a Party's ported subscribers shall be stored in PSAP databases. Either Party shall have the right to verify the accuracy of the information in the PSAP databases.

- 4.9.6 Cut-over intervals for SPNP provided to TCG end users will be at parity with the intervals experienced by BellSouth end users, BellSouth itself, or any other CLEC, in accordance with the Performance Measurements in Attachment 9, incorporated herein by this reference.
- 4.10 SPNP-RCF, as contemplated by this Attachment 5, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by TCG or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths are available and rates are set forth in Exhibit B.
- 4.11 SPNP-DID service, as contemplated by this Attachment 5, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service.
 - 4.11.1 A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method.
 - 4.11.2 SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes.

- 4.11.3 Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities.
- 4.11.4 SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped.
- 4.11.5 Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service.
- 4.11.6 Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.
- 4.11.7 Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.11.8 BellSouth and TCG shall offer number portability to customers for any portion of existing DID block without being required to port the entire block of DID numbers. BellSouth and TCG shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff. The lines remaining with BellSouth will be billed to BellSouth's end users at the applicable tariffed rates or consistent with BellSouth pricing guidelines.
- 4.11.9 SPNP-DID is available from BellSouth on a per DS1 or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable rates are set forth in Exhibit B to this Attachment 5.
- 4.12 **Route Indexing**
- 4.12.1 Route Indexing ("RI") may take two forms: Route Index-Portability Hub ("RI-PH") or Directory Number-Route Index ("DN-RI").
- 4.12.2 RI-PH will route a dialed call to the first Party's (Party A's) switch associated with the NXX of the dialed number. Party A's switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to the other Party (Party B) as the local service

provider. The prefixed dialed number is transmitted to Party A's tandem switch to which the Party B is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to Party B's switch so the routing of the call can be completed by Party B.

- 4.12.3 DN-RI is a form of RI-PH that requires direct trunking from BellSouth's switch where the ported number was originally assigned to the TCG switch where the number has been ported. The BellSouth switch shall send without a prefix the originally dialed number to TCG's switch.
- 4.12.4 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as the other Party designates. Where technically feasible, TCG may designate both methods so that calls to ported numbers are first directed to TCG's switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.
- 4.12.5 For both RI-PH and DN-RI the trunks used may, at TCG's option, be the same as those used for exchange of other local traffic with the other Party if technically feasible. At either Party's option, the trunks shall employ SS7 or in band signaling and may be one way or two way.

5 LERG Reassignment

- 5.1 BellSouth and TCG will mutually agree, on a case by case basis, when an entire NXX is to be reassigned using LERG reassignment. Both parties will work cooperatively to coordinate and complete the transfer prior to the date on which LERG changes become effective using processes and intervals agreed to by both Parties.

6 Rates

- 6.1 Rates for SPNP are set out in Exhibit B to this Attachment 5, incorporated herein by this reference. If no rate is identified in this Agreement, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 6.2 Rates for the interfaces to access Operations Support Systems functions shall be as set forth in Exhibit B of Attachment 2, incorporated herein by this reference.

7 Transition to Permanent Number Portability

- 7.1 Once PNP is implemented in an end office, with advance written notice, both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the

end office serving the telephone number. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.