

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554**

In the Matter of:

Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute a Competitive Bidding for Number Portability Administration, and to End the LLC's Interim Role in Number Portability Administration Contract Management

WC Docket No. 09-109

WC Docket No. 07-149

Telephone Number Portability

CC Docket No. 95-116

**COMMENTS OF THE LNP ALLIANCE ON THE NORTH AMERICAN PORTABILITY
MANAGEMENT LLC TRANSITION PLAN AND THE DRAFT VOTING TRUST
AGREEMENT**

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**COMMENTS OF THE LNP ALLIANCE ON THE NORTH AMERICAN PORTABILITY
MANAGEMENT LLC TRANSITION PLAN**

The LNP Alliance (“LNP Alliance” or “Alliance”)¹ hereby submits these comments on the Transition Plan filed by the North American Portability Management LLC (“NAPM”) on April 28, 2015,² as invited by the Commission in its Public Notice released May 7, 2015.³

I. INTRODUCTION AND SUMMARY

The LNP Alliance has already begun to participate in the process that could lead to the transition (“Transition” or “LNPA Transition”) to a new Local Number Portability Administrator

¹The LNP Alliance is a consortium of small and medium (“S/M”) providers that currently consists of Comspan Communications, Inc., Telnet Worldwide, Inc., the Northwest Telecommunications Association (“NWTa”), and the Michigan Internet and Telecommunications Alliance (“MITA”). The LNP Alliance is focused on ensuring that the LNPA selection process takes into account the concerns of its S/M provider members and other similarly situated providers.

² Letter from Todd Daubert, Dentons, to Ms. Marlene H. Dortch, Secretary, FCC, WC Docket No. 09-109, CC Docket No. 95-116 (April 28, 2015) (“Transition Plan”).

³ Public Notice, CC Docket No. 95-116, WC Docket Nos., 07-149, 09-109, DA 15-554 (rel. May 7, 2015).

(“LNPA”). The LNP Alliance appreciates the Commission’s efforts to ensure that smaller carriers are included in the process but encourages the Commission to continue to provide direction to the NAPM, the LNPA Working Group, and the industry as a whole to ensure that the LNP Transition remains an open and transparent process. This will also ensure that small carriers and other previously neglected stakeholders have a voice in the Transition process.

The LNP Alliance is particularly interested in ensuring that there are opportunities for two-way communication with both the NAPM and the Transition Oversight Manager (“Manager”), and that issues relating to cost control and cost recovery receive due attention throughout the Transition process. The LNP Alliance also encourages the Bureau to stay fully engaged in this process to ensure that smaller carriers have input into the process at every stage, including input into testing processes, enforcement mechanisms, and the role of the Manager and LNPA Working Group. The LNP Alliance has redlined the Transition Plan consistent with these comments, which redline is attached hereto as Attachment 1.

The LNP Alliance also continues to be concerned about the neutrality of the LNPA if it is to be transitioned to iconectiv. The LNP Alliance remains concerned about undue influence by telecommunications equipment manufacturers, the largest telecommunications service providers, and other entities that the Commission has previously recognized not to be neutral administrators. The LNP Alliance has also redlined the Telcordia Draft Voting Trust Agreement, attached hereto as Attachment 2. The following comments of the LNP Alliance are consistent with these two attached redlines, and would encourage a more open, transparent, and cost-sensitive Transition process.

II. COMMENTS ON THE TRANSITION PLAN

A. Oversight Structure and Methodology

The LNP Alliance believes strongly that the Transition Plan needs to provide for a more open and transparent process that permits the input of all carriers, large and small, including two-way communication with the Transition Oversight Manager. While the LNP Alliance supports the idea of the Transition Plan as a living document, we recommend that updates be posted regularly to the NAPM or other commonly accessible website, identifying each update by version number and date.

In order to improve two-way communication with the Manager, the NAPM and the Manager should host meetings and/or webinars to broadcast reports to the industry and to obtain immediate feedback and comment on progress on critical issues. This should take place at appropriate milestones or on a quarterly basis. Currently, the Transition Plan only accommodates communication between the Manager and the NAPM. *See, e.g.*, Transition Plan, Attachment 1, Oversight Structure. Under the current proposal, the Manager only communicates directly with the NAPM, Neustar, and iconectiv, and there is no direct small carrier or public communication with the Manager. All such communication is militated through the NAPM which would be unacceptable to smaller carriers.⁴ The Commission's LNPA Order (paras. 158-59, fn. 558)⁵ states that the Manager will supervise, for example, change management and

⁴ The LNP Alliance was not consulted in connection with the drafting of the Transition Plan before it was filed. We would like to think this is attributable to the short, 30-day timeline and would expect more significant outreach going forward.

⁵ *Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration et al.*, WC Docket No. 07-149 et al., Order, FCC 15-35 (rel. Mar. 27, 2015)(“LNPA Order”)

testing. Given that these roles require direct contact with all stakeholders, the Commission clearly envisioned broader access to the Manager.

The Request for Proposal (“RFP”) has already been issued by the NAPM and is not a public document. Given the importance of the Manager to the Transition, we would have expected a more public RFP process, including a publicly available RFP. The LNP Alliance will not object to this process as long as the Manager is a neutral administrator without connections to any carrier; meets the guidelines provided by the FCC (para. 158); and negotiates a contract with the NAPM that is sufficiently flexible, not rushed to execution, and not unduly limiting. At a minimum, however, the contract with the Manager, once executed, should be available publicly so that all parties can review and comment on the Manager’s responsibilities and authority to enforce compliance.

The NAPM has proposed rushing to execute the NAPM contract with the Manager by May 22. The LNP Alliance is opposed to setting any artificial deadline to execute the contract. The target date selected by the NAPM is now the day after these comments are due, and a week before reply comments are due to be filed on June 1. The NAPM should not sign the Manager contract until the NAPM, the Manager, and all stakeholders have a better sense of the role of the Manager through this round of comments. We believe that it is much more important that the Transition occur in a seamless, secure, and equitable manner than that it be rushed to a flawed or biased conclusion. The NAPM’s effort to execute the Manager’s contract without any input from smaller carriers or other interested stakeholders was not getting off on the right foot in terms of establishing an open and transparent process.

Negotiation of both the Manager’s contract and the iconectiv contract will clearly have to be done privately. Once each of these proposed contracts is finalized, however, the Manager’s

contract and the iconectiv contract should be publicly filed with the Commission (subject to all appropriate confidentiality protections) and made available for public comment. This is the only way that the Commission can ensure that all stakeholders have input into the role of the Manager and iconectiv.

It is critical for the Commission to provide the NAPM and the Manager itself with a better sense as to whom the Manager will be answerable. It is not currently clear who will pay the costs of the Manager. Given the fact that the NAPM is contracting with the Manager, it seems that the NAPM could be paying the costs. Of course, that would itself present conflict issues, assuming as the LNP Alliance does that the Manager is going to be answerable to a much broader constituency than just the largest carriers. Although the Commission has not yet identified who will bear the costs of this LNPA Transition, it should do so before the Transition proceeds any further. Regardless of who is paying those costs, the Manager should receive clear direction from the Commission that it is answerable to the public, to the Commission, to other critical federal, state, and local agencies, and to all carriers large and small. The Manager's mandate should be to act in the public interest; in the interest of securing a smooth LNPA Transition for all consumers and carriers; and in the interests of all porting carriers and other stakeholders (including, *e.g.*, E-911 administrators, state commission staff, non-NAPM carriers, and law enforcement). In short, the contract must be clear that the Manager is answerable to the public, to the FCC, and to all stakeholders in the LNPA Transition process, and not only to the largest carriers.

The contract with the Manager should also include a requirement that the Manager make itself available on a routine basis to all interested stakeholders. The Manager should also be required to post periodic progress reports on the Transition on the NAPM or other Transition

website. The contract should include a provision that the Manager will be responsible to undertake such additional responsibilities as the Bureau shall require. The contract should also be sufficiently flexible such that a contract entered into at this early stage does not have an unduly limiting effect on the Manager's duties.

B. Stakeholder Outreach and Risk Mitigation

The NAPM has said that it “will engage in outreach efforts with the North American Numbering Council (the "NANC") and particularly the LNPA Working Group to ensure that all potential risks have been properly identified and prioritized along with potential mitigation plans.”⁶ The LNP Alliance strongly supports outreach through the NANC LNPA Working Group. They are the right organization to act as a clearinghouse, with both industry and state regulator participation, and effectively no cost for all interested stakeholders to participate. However, the Commission should provide more clear direction as to the purpose and nature of such outreach. As mentioned, outreach should not be channeled through the NAPM but should also include outreach by the Manager directly. To ensure that such direct contact with the Manager takes place, the Manager's contract should include a requirement that they attend the bimonthly face-to-face meetings of the LNPA Working Group, and provide an update at each such meeting. Outreach should also include regular contacts with the major industry trade associations such as COMPTTEL, CCA, NTCA, NCTA, and USTelecom. The NAPM has said that it will provide further detail on these outreach efforts in the next 60 days, but such contacts should be ongoing during this formative phase and should not wait any longer.⁷

⁶ NAPM Transition Plan at 3.

⁷ The LNP Alliance has followed the process to date through a Federal Communications Bar Association meeting with NAPM, Neustar, and iconectiv, and by attending the LNP Working Group meetings in Ft. Lauderdale, Florida in early May. However, there was little to no input from anyone other than the NAPM into the Transition Plan, and the LNPA Working Group does not yet seem to understand fully the nature and importance of its role in this process.

The Commission should provide clear direction to the LNPA Working Group as to its role in the transition process. The LNP Alliance recommends that the direction should be that the LNPA Working Group will act as a forum to create opportunities for industry members, and particularly small to medium-sized providers, to engage in a two-way exchange of information with the NAPM, the Manager, and other federal, state, and local stakeholders about the progress and/or concerns with the Transition. The LNPA Working Group should also act as a clearinghouse for information from the several task forces currently addressing the issue of number portability. These include the initiatives of the NANC Future of Numbering (“FoN”) Working Group, the ATIS/SIP Forum IP-NNI Task Force, the ATIS Industry Numbering Committee, the Internet Engineering Task Force, and the ATIS TLT numbering testbed. If the LNPA Working Group cannot perform the latter role, the Commission itself should host a series of workshops to ensure that these various efforts are acting seamlessly in parallel and are not at cross purposes in any way.

For the sake of certainty, the Commission should provide a clear and concise statement not only of the role of the LNPA Working Group, but also of the role of the Manager and the NAPM. This will help eliminate disputes as to the role of each of these entities throughout the Transition.

C. Timelines

The NAPM timelines (Attachments 3A and 3B) should be broken down to provide a current date certain expectation of completion. The NAPM should provide the number of months to completion and the date of targeted completion. If there are intervening events that disrupt that targeted completion date, the timeline should be updated by the Manager to provide regular public updates to smaller carriers and other industry stakeholders as to when the

Transition will be complete. The NAPM should not identify unrealistic timelines that could cause the process to be unduly rushed. The timeline and the process should also include planning for the contingency as to what happens if iconectiv is found by the courts not to be a neutral provider, or if the award to iconectiv is otherwise disrupted by contract negotiation roadblocks or the pending D.C. Circuit appeal. There must be a “Plan B” alternative and a seamless process to react to these potential contingencies and, if necessary, move away from iconectiv, at least until there is a signed contract and a final, non-appealable order affirming the LNP Order.

The timelines also must include recognition that IP routing could well be fully defined during the LNPA Transition. Assuming it will be, several questions follow. The Commission must address whether the transition to IP routing is included in the iconectiv contract and the Manager’s contract. In addition, there must be recognition in the timeline for the possible introduction of IP routing and potential LNPA Transition timeline delays that could follow. The simultaneous conduct of these transitions is an issue that the LNP Alliance has raised in the past and we remain concerned about the complexity of addressing these issues in the same time frame.

In order for all parties to keep track of the progress of the IP routing transition and its impact on the LNPA Transition, the LNP Alliance recommends that the NANC FoN Working Group to report in to the LNPA Working Group at every bimonthly face-to-face meeting.

D. Performance Benchmarks and Incentives

When the NAPM and the Manager negotiate performance benchmarks and incentives, those benchmarks and incentives should be publicly available. They should also include detailed

incentives, specific penalties, and a detailed process for when such incentives and penalties will apply. They should also identify which entity will assess such incentives and penalties.

The Commission should make it clear, as it did in the LNPA Order, that any dispute resolution available through the Manager is not the exclusive means of dispute resolution. As the Commission has stated, the Commission and the Bureau are the ultimate arbiters of all disputes. As indicated by the Commission in the LNPA Order, any entity will always have recourse to Commission enforcement mechanisms throughout the process: “If concerns arise during or after the transition, any aggrieved parties will have the ability to seek relief. Parties always have the option of filing a petition with the Commission. In addition, any party may also avail itself of the portability dispute resolution process established in Commission rules.”⁸

E. Testing

Again, the NAPM and the Manager must include smaller carriers and other stakeholders in the testing process from the outset and not as an afterthought. The Commission should ensure that testing includes smaller carriers as indicated by the NAPM, but also that planning for testing also includes smaller carriers. In that manner, smaller carriers will have input into the manner in which testing is conducted, which in turn could have an impact on both the cost and the efficacy of such testing. Such input could be provided directly or through the auspices of the NAPM. Testing plans should be developed with close attention to the costs imposed on all participating entities.

⁸ LNPA Order, ¶ 150 (referring to the current process involving both the NANC and the Bureau).

F. Cost Control and Cost Recovery

The Commission should ensure that all parties involved in the Transition, including the NAPM, the Manager, iconectiv, and Neustar will proceed with a view to limiting the costs imposed by the Transition on all stakeholders. The Commission should take public comment on cost control and recovery for the costs of the Transition and the implementation of cost control and recovery mechanisms should be incorporated into the Transition Plan. It would not be prudent to proceed with the Transition without first clarifying how it will be paid for; doing so could unduly inflate the cost of the Transition if stakeholders are not conscious throughout the process that increasing the costs of the Transition will have cost recovery implications. Small carriers have voiced concerns about cost recovery throughout this process and continue to be concerned that the cost of the Transition could well exceed the benefits, particularly for smaller carriers.

III. COMMENTS ON THE VOTING TRUST FILING

The LNP Alliance also provides the following comments on the Voting Trust Agreement proposed by Telcordia by its filing in these dockets dated April 27, 2015.⁹ As a threshold matter, the LNP Alliance still does not believe that the voting trust proposed by Telcordia solves the problem of Telcordia's lack of neutrality. Telcordia remains fully financed by its parent company Ericsson and the voting trust members do not have the authority to vote on a wide variety of critical organizational and financial issues. *See* Draft Voting Trust Agreement, §1.3. The LNP Alliance does not believe that the resulting organization, even with the Voting Trust, meets the letter or the spirit of the Commission's neutrality rules and orders.

⁹ Letter from John T. Nakahata, counsel to Telcordia Technologies, Inc., d/b/a iconectiv, to Ms. Julie Veach, Chief, Wireline Competition Bureau, CC Docket No. 95-116, WC Docket Nos., 07-149, 09-109 (April 27, 2015) ("Voting Trust Agreement").

Nonetheless, the LNP Alliance has attached a redline of the Draft Voting Trust Agreement, attached hereto as Attachment 2. One issue that remains unclear is the procedures that will apply if Ericsson were to sell its interest in Telcordia, a decision on which the Voting Trustees are not permitted to vote. Likewise, if Telcordia were to borrow additional financing from a carrier or equipment manufacturer, for example, it is unclear from Sections 1.3 and 1.4 of the Draft Voting Trust Agreement that the FCC would have the authority to review such transactions.

The Commission must also ensure that the Voting Trustees have not held positions within the last 10 years that could affect their neutrality. As drafted, the Drafting Voting Trust Agreement allows a revolving door where recent AT&T or Ericsson employees could become trustees. The Commission should require language to prevent such bias by the Voting Trustees.

IV. CONCLUSION

The LNP Alliance continues to be concerned about the dominance of larger carriers in the LNPA Transition process. We appreciate the Commission's efforts to require inclusion of smaller carriers in the Transition, and we provide the comments herein to recommend that the Commission should provide further direction as to the issues of cost control and cost recovery, the role of the LNPA Working Group, the need for all stakeholders to have ongoing interaction with the LNP Transition Manager, and the need for openness and transparency throughout the Transition. We look forward to continuing to work with the Commission and the Bureau as it begins to implement the LNPA Transition process.

Respectfully Submitted,

/s/ James C. Falvey

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ATTACHMENT 1

The North American Portability Management LLC Transition Oversight Plan

The NAPM LLC has developed this transition oversight plan (the "Plan") in satisfaction of the March 27, 2015 Order of the Federal Communications Commission ("FCC").¹ The Plan outlines the steps that the NAPM LLC will take to ensure that the transition to a new local number portability administrator ("LNPA") is a success for all stakeholders. The Plan describes the oversight structure and methodology, risk management, timelines, performance benchmarks and incentives, dispute resolution, testing, stakeholder outreach and education, and steps to ensure security and reliability. As described in greater detail below, the NAPM LLC will update the Plan as appropriate and will identify as confidential only information that is classified or that could compromise transition efforts if publicly available. [Updates will be regularly posted to the NAPM website and will be identified by version number and date. At appropriate milestones of the Transition Plan, or on a quarterly basis, the NAPM and the Transition Oversight Manager should host meetings and/or webinars to broadcast reports to the industry for comments on the progress on critical issues.](#)

I. Oversight Structure and Methodology

As directed by the FCC, the NAPM LLC is hiring an independent third party with communications infrastructure, project management, and change management experience (the "Transition Oversight Manager" or "Manager") to assist the NAPM LLC in overseeing the transition from the incumbent LNPA, Neustar, to the incoming LNPA, iconectiv. The Manager will assist the NAPM LLC throughout the transition in, among other things, (i) determining and enforcing the relative responsibilities of Neustar and iconectiv to maintain all porting, law enforcement assistance, and other services, and (ii) establishing a plan to ensure that, throughout the transition, network security and public safety are protected.

The Manager will assist the NAPM LLC to ensure the transition adheres to the Plan, and work with the NAPM LLC to incorporate relevant information from Neustar, iconectiv, and all stakeholder groups, including small providers, as appropriate to their needs with respect to decisions regarding management of the transition. (See [Attachment 1](#)).

[On April 27, 2015, the NAPM LLC issued an RFP for the Manager. The NAPM LLC would like intends to enter into a service agreement with the Manager no later than by May 22, 2015, but it will likely take longer for the NAPM to complete the RFP process and to incorporate the demands of the Commission and the interests of all stakeholders into the contract. The contract will include a requirement that the Manager make themselves available on a monthly or as-needed basis to all interested stakeholders. The Manager should also be required to post periodic progress reports on the Transition on the NAPM or other Transition website. The contract should include a provision that the Manager will be responsible to undertake such additional responsibilities as the Bureau shall require, such that the contract entered into at such an early](#)

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stage does not have an undue limiting effect on the Manager's duties.

Although technically the Manager may report to NAPM, the contract will also require that the Manager be answerable first and foremost to the Commission and the Bureau and be obligated to act: in the public interest; in the interest of securing a smooth LNPA Transition for all consumers and carriers; and in the interests of all porting carriers and other stakeholders (e.g., non-NAPM carriers and law enforcement). In this manner, the Manager will not be answerable solely to the NAPM or other funding carriers. The Manager must be accessible on a reasonable basis to all stakeholders, including for example, smaller carriers, E911 administrators, and law enforcement, and not just to the NAPM, Telcordia and Neustar. See Attachment A.

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Commented [2]: Attachment A, Oversight Structure should be amended. It depicts the Manager as only interfacing with NAPM, Telcordia, and Neustar, and never interfacing with, for example, non-NAPM carriers or law enforcement. The Commission's Order (paras. 158-59, fn. 558) states that the Manager will supervise, for example, change management and testing. These roles require direct contact with all stakeholders. The current Attachment A suggests that the Manager is answerable only to NAPM.

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¹ *Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration; Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute Competitive Bidding for Number Portability Administration, and to End the NAPM LLC's Interim Role in Number Portability Administration Contract Management; Telephone Number Portability, Order, WC Docket Nos. 07-149, 09-109 and CC Docket No. 95-116, FCC 15-35, ¶¶ 158-59 (rel. Mar. 27, 2015) (the "Order").*

The Plan will serve as the key document to track progress of the transition, with classified or confidential information contained in separate attachments for viewing solely by the relevant entities and parties pursuant to appropriate confidentiality protections as provided in , including, but not limited to, the protective order previously issued by the FCC in this docket [and appropriate protection for classified government information](#).

Commented [3]: Those who have already signed the protective order should not need to execute again.

II. Risk Management

The NAPM LLC, working with the Manager and with the oversight of the FCC Transition Team, will adopt and refine risk management processes commensurate with the level of risk and complexity of the transition. The NAPM LLC, working with the Manager and with the oversight of the FCC Transition Team, will ensure comprehensive risk management and oversight of third-party relationships involving critical activities that could cause the industry and the public to face significant risk if iconectiv or Neustar (or the Manager) fails to meet expectations.

During negotiation of the contract with iconectiv and the transition statement of work or amendment (the "**Transition SOW/Amendment**") with Neustar, initial transition risks will be identified and prioritized, and the NAPM LLC will, with the assistance of the Manager and the oversight of the FCC Transition Team, develop and implement mitigation plans for each of the identified and prioritized risks that are agreed to by each of the relevant parties (e.g., iconectiv, Neustar, the Manager, and the relevant federal agencies and bureaus, as appropriate). The NAPM LLC will engage in outreach efforts with the North American Numbering Council (the "**NANC**") and particularly the LNPA Working Group to ensure that all potential risks have been properly identified and prioritized along with potential mitigation plans. The NAPM LLC will also engage in outreach efforts with all interested stakeholder groups to allow widespread participation. Industry outreach should include outreach through industry trade associations such as COMPTEL, CCA, NTCA, NCTA, and USTelecom. The NAPM will provide further detail on these outreach efforts in the next 60 days.

INSERT REGARDING DETAILED Guidance to LNPA Working Group. At a minimum:

The risk management processes, which will continue throughout the life cycle of the relationships with all stakeholders, will include:

- Continuing to identify and categorize the inherent risks of each relevant activity and refining the NAPM LLC's strategy for managing those risks (**See Attachment 2**);
- Negotiating a contract with iconectiv and a Transition SOW/Amendment with Neustar that clearly outline the transition-related rights and responsibilities of the respective parties;
- Ongoing monitoring of the activities and performance of iconectiv, Neustar, and the Manager;

- Refining contingency plans for addressing unforeseen events, including the failure by Neustar or iconectiv to perform in accordance with the Plan;
- Documenting the transition (without disclosing confidential information or publishing sensitive information that could create additional risks) in a manner that facilitates:
 - reporting to, and oversight by, the FCC Transition Team,
 - accountability by all parties involved with the transition, [including all entities, small and large, that utilize the NPAC's porting processes](#); and
 - effective monitoring and risk management.
- Establishing independent reviews by the Manager of iconectiv and Neustar so that the NAPM LLC can periodically verify that:
 - the transition process is continuing to align with the NAPM LLC's transition strategy [and FCC rules and orders](#), and
 - all relevant risks have been identified and effectively managed; AND
- Establishing periodic reviews by the NAPM LLC [and all industry stakeholders](#), with the oversight of the FCC Transition Team, of the Manager to verify that the Manager is effectively performing its role in the transition process.

The NAPM LLC will, with the assistance of the Manager and the oversight of the FCC Transition Team, track the risks and mitigation plans throughout the project, and educate the public with respect to transition progress. The final contracts with iconectiv and Transition SOW/Amendment with Neustar will have the proper incentives to make the transition successful and avoid risks that could be detrimental to the NAPM LLC, the industry, or the public. In short, the NAPM LLC will identify, assess impacts of, and implement measures to mitigate risks. With sufficient time before each critical milestone, the NAPM LLC will assess progress to determine whether adjustment of the timeline is appropriate in light of the relevant risk mitigation plans.

III. Timelines

The public and confidential versions of the transition timeline are attached hereto as **Attachments 3A and 3B**. [According to the current timeline, if the Transition proceeds as planned, it will be completed in \[INSERT NO. OF MONTHS HERE\] months and would be completed by \[INSERT DATE HERE\]. The NAPM and the Manager will update this timeline publicly whenever there is an adjustment that affects the end date so that stakeholders will at all times know when the Transition is expected to be completed.](#) -The NAPM LLC will update the timelines to reflect the results of discussions with the Manager and negotiations with iconectiv, Neustar, and third-party testing entities, as well as feedback from stakeholders and interested parties. The goal is to complete the transition as soon as possible without creating the risk of harm to the industry or the public, which requires the NAPM LLC, with the assistance of the Manager and oversight by the FCC Transition Team, to reassess and update the timeline at strategic check points.

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IV. Performance Benchmarks and Incentives

The NAPM LLC, with the assistance of the Manager and oversight by the FCC Transition Team, will negotiate [publicly available](#) transition performance benchmarks, incentives to encourage appropriate outcomes, and remedies, including financial penalties that will attach if either Neustar or iconectiv fails to meet its respective obligations to ensure that the interests of the industry, the public, law enforcement, and public safety are fully protected. [These will include detailed incentives, specific penalties, and a detailed process for when such incentives/penalties will apply and what entity will assess such incentives/penalties.](#) The contract with iconectiv and the Transition SOW/Amendment with Neustar will reflect the performance benchmarks and remedies. The Manager will be responsible for monitoring and enforcing the benchmarks and recommending remedies.

V. Dispute Resolution

With the assistance of the Manager and oversight by the FCC Transition Team, the NAPM LLC will seek to develop dispute resolution mechanisms to minimize the likelihood of delays arising from disagreements between iconectiv and Neustar, or between either of the vendors and any third party stakeholders. Provisions for dispute resolution will be clearly identified in the contract with iconectiv and the Transition SOW/Amendment with Neustar, and will require the parties first to attempt to resolve disputes informally. To the extent the parties are unable to resolve a dispute themselves, the Manager will be authorized to serve as an informal arbitrator. Requiring the parties to comply with the resolutions issued by the Manager, [unless overruled by the Bureau or the Commission](#), will minimize the chances of transition delays. [As indicated by the Commission in its Order, any entity will always have recourse to Commission enforcement mechanisms throughout the process: “If concerns arise during or after the transition, any aggrieved parties will have the ability to seek relief. Parties always have the option of filing a petition with the Commission. In addition, any party may also avail itself of the portability dispute resolution process established in Commission rules.” Order, para. 150 \(referring to the current process involving both the NANC and the Bureau\).](#)

VI. Testing

Testing will be divided into three major phases. Validation testing will confirm the software and processes meet the industry requirements and validate functional security requirements. Stakeholder verification testing will include functional, round robin, and data migration test activities. Production readiness testing will confirm that the platform processes and organizations are prepared for cutover to the new LNPA ([See Attachments 4A and 4B](#)).

The NAPM LLC, with the assistance of the Manager and oversight by the FCC Transition Team, will work with public safety services and the law enforcement community, with assistance from the Public Safety and Homeland Security Bureau, to ensure that appropriate testing and validation is conducted to guarantee that safety-of-life response and law enforcement operations remain uninterrupted. Testing and planning for how testing will take place will involve industry users of the database, including small providers. Smaller providers, as well as larger providers, shall have input into the testing process at every stage, including at a minimum input through the NANC LNPA Working Group. Testing plans will be developed with close attention to the costs imposed on all participating entities. As part of this process, the NAPM LLC will oversee the hiring of a third party testing entity to perform security testing within the required timeline.

VII. Stakeholder Outreach and Education

The stakeholder outreach and education program will encompass a broad range of stakeholder groups. This program will be based on the understanding that each group's needs and desired level of participation will vary, ~~and communications will be tailored accordingly.~~ All stakeholder groups will be fully informed of opportunities for participation through the NANC LNPA Working Group, the NAPM website, and/or other designated channels of communication and will have an equal opportunity to participate. Information regarding the transition process, how stakeholders can participate in the transition, customer onboarding and testing details, schedules and timelines, etc., will be provided throughout the transition through the NANC LNPA Working Group, the NAPM website, and/or other designated channels of communication.

The stakeholder outreach and education program will include:

- Proactive communications based on transparency, predictability, and inclusiveness;
- Use of multiple channels and methods, including the NANC LNPA Working Group and the NAPM website, to convey targeted and timely communications across all stakeholder groups;
- Building trust and confidence in the transition process and program.

The NAPM LLC intends to engage the NANC LNPA Working Group as a mechanism through which industry stakeholders, including small providers and state regulators, can participate and ensure that their concerns have been adequately addressed. The NANC provides open fora in which anyone can participate without paying dues, and participation can be accomplished by attending the meetings, calling the conference calling bridge for the meetings, or communicating with the relevant chairs.

This Plan will serve as the key document to track progress of the transition, with classified or confidential information contained in separate attachments for viewing solely by the relevant entities

and parties pursuant to appropriate confidentiality protections, ~~as provided in~~ [including, but not limited to,](#) the protective order previously issued by the FCC in this docket [and appropriate government protections for classified information](#). The public version of the Plan will be published on the NAPM LLC's website for viewing at any time, and the NAPM LLC will provide regular update reports at the NANC [LNP Working Group](#) meetings, both of which are open to the public and all stakeholders.

VIII. Ensuring Security and Reliability

The processes set forth in this Plan are designed to ensure security and reliability as the transition progresses. The FCC has directed the Wireline Competition Bureau, in consultation with the Public Safety and Homeland Security Bureau, to work with the NAPM LLC to ensure that the LNPA contract contains terms and conditions necessary to ensure that effective public safety services and law enforcement and national security operations are supported, and that any and all national security issues are satisfactorily addressed and mitigated. Among other things, the terms and conditions of the contract will ensure that the Government's interests are protected by a rigorous audit program that monitors for and ensures compliance, backstopped by robust enforcement tools throughout the term of the contract. Through the Public Safety and Homeland Security Bureau, the FCC will seek input from Executive Branch entities with expertise in and responsibility for law enforcement and national security matters as these terms and conditions are developed.

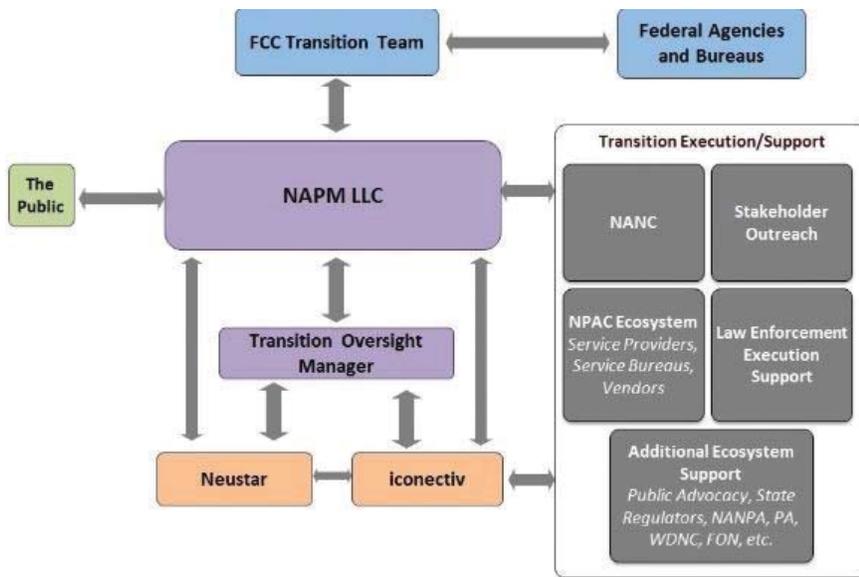
The NAPM LLC's risk management controls will extend through the termination of third-party relationships, whether at the natural end of a contract or due to default or other disruption that terminates the relationship. The controls will be designed to ensure that terminations have minimal impact on customers and end users, and will address data transfer, retention and destruction, joint intellectual property, fallback procedures, incumbent turn-down procedures, mitigation of risks, and seamless adherence to applicable requirements. Moreover, the contract with iconectiv will reflect the changing risk environment and lessons learned to facilitate any future transitions.

IX. Cost Control and Cost Recovery

All parties involved in the Transition, including the NAPM, the Manager, iconectiv, and Neustar will proceed with a view to limiting the costs imposed by the Transition on all stakeholders. The Commission should take public comments on cost recovery for the costs of the Transition and cost recovery should be incorporated into the Transition Plan.

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ATTACHMENT 1
Oversight Structure

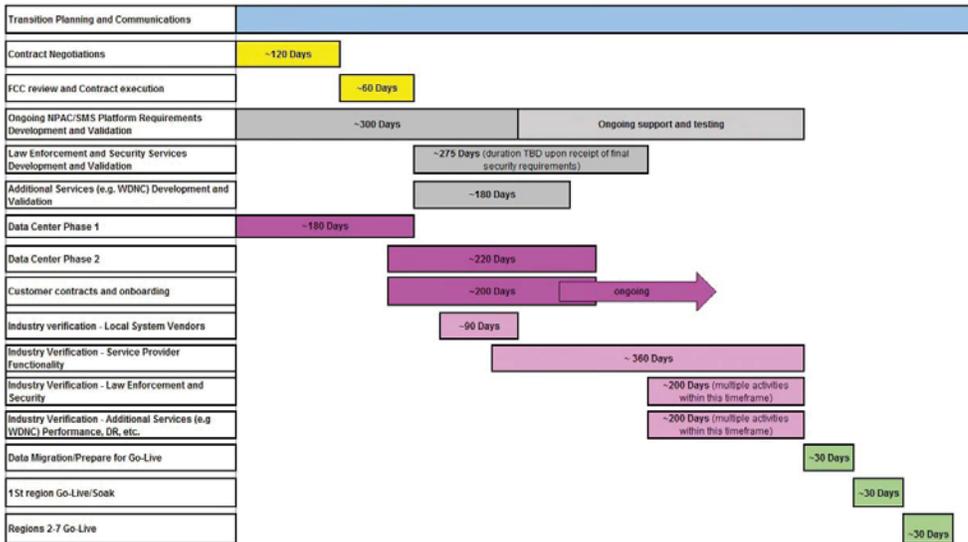


**ATTACHMENT 2
Risk Management
Confidential Version**

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Confidential Version Will Be Inserted When Available

ATTACHMENT 3A Timelines Public Version



NOTE: There will be check points 45 days prior to the beginning of each transition event to allow for progress assessment and necessary timeline adjustments. The timeline will be supplemented with relevant exit requirements, documentation requirements, and path impacting events and relationships between and among the various timeline elements.

**ATTACHMENT 3B
Timelines
Confidential Version**

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Confidential Version Will Be Inserted When Available

**ATTACHMENT 4A
Testing
Public Version**

		Testing Scope		Participants
1	iconectiv Validation	Platform Testing • Confirm that the software & processes meet the industry requirements	Additional Testing • Confirm completion of non-functional test cases (e.g., Data Migration, M&Ps, Performance, Backup & recovery, Data Center verification, Security, etc.)	<ul style="list-style-type: none"> • iconectiv
		Security Testing • Validate of the functional security requirements		
2	Stakeholder Verification	Functional Test • Execute the industry test cases and other agreed test execution (to include security) • Jointly confirm software & processes meet the business requirements	Additional Test • Jointly confirm that the non functional requirements are met (e.g., M&Ps, Performance, Failover, DR, Security, etc.)	<ul style="list-style-type: none"> • iconectiv • Industry Testers • SPs • SBs • Vendors • Law Enforcement • Independent 3rd Party • Telemarketers • PTRSs
		Round Robin Test • Multi-SP end to end testing of the NPAC system	Joint Data Migration Test • Confirm data migration process and results with joint industry participation	
3	Production Readiness	Production Preparedness Test • Confirm that platform, processes, organizations are prepared for cutover	Production Soak Completion Test • Confirm criteria to exit production soak period and enter subsequent cutovers	<ul style="list-style-type: none"> • iconectiv • Industry Testers

ATTACHMENT 4B
Testing
Confidential Version

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Confidential Version Will Be Inserted When Available

ATTACHMENT 2

April 27, 2015

VIA ECFS AND ELECTRONIC MAIL

Ms. Julie Veach
Chief, Wireline Competition Bureau
Federal Communications Commission
445 12th Street, NW
Washington, DC 20554

Re: *Telephone Number Portability, et al.*, CC Docket No. 95-116, WC Docket Nos.
07-149 & 09-109

Dear Ms. Veach:

On March 27, 2015, the Commission conditionally named Telcordia Technologies, Inc., d/b/a iconectiv (“Telcordia”), as the next U.S. Local Number Portability Administrator (“LNPA”). As a condition of this appointment, the Commission required Telcordia’s parent company, Telefonaktiebolaget LM Ericsson (“Ericsson”), to “transfer all of its voting stock in Telcordia to a voting trust” prior to executing a final LNPA contract.¹ The Commission further required Telcordia to submit to the Wireline Competition Bureau, within 30 days of the *Order*, a draft Voting Trust Agreement that is “in substantially the same form as that used in the *Warburg Transfer Order*”² and addresses the conditions outlined in the March 27, 2015 Order.³ A draft of that Agreement is attached.⁴ The identity of voting trustees as well as their compensation arrangements remain to be determined. Telcordia will update this filing once Trustees have been identified.

Sincerely,



John T. Nakahata
*Counsel to Telcordia Technologies, Inc., d/b/a
iconectiv*

Enclosure

cc: Ann Stevens
Sanford Williams
Neil Dellar

¹ *Telephone Number Portability, et al.*, Order, FCC No. 15-35, CC Dkt. No. 95-116 & WC Dkt. Nos. 07-149 & 09-109, ¶ 182, nn.628, 633 (rel. Mar. 27, 2015). Telcordia’s stock is actually held by an indirect wholly-owned Ericsson subsidiary.

² *Id.* n.633.

³ *Id.* ¶ 182 & nn.628, 631-33, Appendix A § 7.

⁴ *Id.* n.633.

VOTING TRUST AGREEMENT

THIS AGREEMENT, dated as of _____, 2015 (this "Agreement"), is among Ericsson Holding II Inc. (the "Stock Holder"), Telefonaktiebolaget LM Ericsson ("Parent") and [Trustee No. 1] and [Trustee No. 2] (collectively "Voting Trustees" or "Trustees").

WITNESSETH:

WHEREAS, the Stock Holder is the direct owner and Parent is the indirect owner of the voting equity interests in Telcordia Technologies, Inc., d/b/a iconectiv (including any successor entity) ("Telcordia"), described on Schedule A attached hereto (the "Trust Stock"); and

WHEREAS, in connection with the conditional selection of Telcordia as the Local Number Portability Administrator for the United States ("LNPA"), the Federal Communications Commission (the "FCC") has required the Stock Holder to cause all of its Trust Stock to be placed in a voting trust, as provided for herein, prior to executing a contract to govern Telcordia's service as the LNPA;

NOW, THEREFORE, in satisfaction of the FCC's Order in *Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration, et al.*, FCC 15-35 (rel. March 27, 2015) ("FCC Order"), and in consideration of the premises and of the mutual covenants and obligations set forth in this Agreement, and the payment of ONE DOLLAR (\$1.00) by Stock Holder to each of the Voting Trustees, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Creation of Trust; Transfer of Voting Rights; Exercise in Voting Trustee's Discretion.

1.1. Subject to the terms and conditions hereof, a voting trust in respect of the Trust Stock is hereby created and established under the laws of the state of Delaware. The Stock Holder hereby constitutes and appoints the Voting Trustees, subject to the consent of the FCC, from and after the date hereof until the termination of this Agreement (at which point such constitution and appointment shall automatically be revoked), as the Stock Holder's voting trustees, attorney, agent and proxy to vote the Trust Stock (or execute a written consent in lieu of a vote of such Trust Stock) on all matters on which the holder of such Trust Stock is entitled to vote (or consent in lieu of voting).

1.2. During the term of this Agreement, except as provided in Section 1.3 and for the duration of this Agreement, the Voting Trustees shall have the sole, exclusive, absolute, and unqualified power to (i) vote the Trust Stock with discretion as to how to vote the Trust Stock to maximize the value of Telcordia, when viewed as a standalone entity, in a manner consistent with complying with all neutrality requirements contained in the Commission's rules and orders, including those associated with Telcordia's conditional selection by the FCC as the LNPA, including the Appendix entitled "Conditions on Impartiality/Neutrality" and Telcordia's Code of Conduct and (ii) execute stockholders' consents at every annual and special meeting of the stockholders of Telcordia and in any and all

questions arising thereat. The sole purpose of this Trust is to vote the Trust Stock, and the Trust shall not own or have the power to vote the securities of any corporation other than Telcordia, or any successor thereto.

1.3. Notwithstanding Section 1.2 above, Stock Holder shall have the ability to direct the Voting Trustee to vote its interests, and the Voting Trustee shall vote in accordance with the Stock Holder's instructions, in respect to any proposal to authorize or effect:

- (a) Any merger or consolidation or other reorganization of Telcordia with or into another corporation (including compensation specifically associated with such a transaction);
- (b) The issuance by Telcordia of any shares of capital stock or rights to acquire capital stock;
- (c) The acquisition by Telcordia of another corporation by means of a purchase of all or substantially all of the capital stock or assets of such corporation (including compensation specifically associated with such a transaction);
- (d) Any sale, lease, transfer or other disposition of all or substantially all the assets of Telcordia,;
- (e) Any sale, lease, transfer or other disposition of any assets of Telcordia that are substantially unrelated to Telcordia's performance or duties as a LNPA, and any other matters substantially unrelated to Telcordia's duties as LNPA.
- (f) A liquidation, winding up, receivership, bankruptcy, dissolution or adoption of any plan for the same;
- (g) The incurrence of any indebtedness for borrowed money or the issuance of any debt securities or assumption, guarantee or endorsement, or otherwise as an accommodation becoming responsible for, the obligations of any person for borrowed money.

1.4. Notwithstanding the provisions of this Agreement, Stock Holder may, with the FCC's consent, sell any part of its Trust Stock to a third party. Upon such a disposition, the Trustees, upon the receipt by them of a proper acquittance from Stock Holder, or its successors or assigns, and upon payment of any stamp taxes or other governmental charges in connection with such surrender and delivery, will cause to be delivered to Stock Holder, or its successors or assigns, certificates of capital stock of Telcordia in amounts corresponding to the Trust Stock issued, delivered or transferred to the Trustees at any time pursuant to this Agreement and being sold or distributed in that disposition.

1.5. Any transaction pursuant to Section 1.3 or Section 1.4 shall be subject to the review of the Commission. In conducting such review, the Commission shall, after public notice and comment and if appropriate, make a finding that Telcordia remains qualified to be the LNPA pursuant to the FCC's rules and orders and the requirements of the RFP issued for the LNPA in this proceeding, including but not limited to the neutrality requirements of the

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Commission's rules and orders. If Telcordia does not remain so qualified and the Commission cannot make such a determination, the Commission shall take appropriate steps to deny approval of the transaction and/or to select a new LNPA.

~~1.4~~

~~1.5.1.6~~. The Trustees may act hereunder either by the affirmative vote of both Trustees, in person, at a meeting duly called and held, and such vote shall be deemed the decision or act of both Trustees, or by a written instrument without a meeting of the Trustees signed by both Trustees. The Trustees may adopt their own rules of procedure and shall keep reasonable

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minutes of their proceedings.

2. Distributions, etc.

2.1. The Stock Holder shall be entitled to any distribution on any Trust Stock, and if same be paid to the Trustees, such distributions shall be disbursed by the Trustees to the Stock Holder; provided that if any distribution is in the form of any security that entitles its holder to voting rights in the entity making such distribution, such voting rights shall be treated for all purposes of this Agreement as voting rights attendant to such Trust Stock, and shall be automatically transferred to the Voting Trustees to the same extent provided herein.

2.2. In the event of any recapitalization or similar change in, or any conversion or exchange of, any Trust Stock, the provisions of this Agreement shall be equitably adjusted to eliminate the effects thereof.

3. Voting Trustees.

3.1. Each Voting Trustee (a) accepts the trust and proxy hereby created in accordance with all of the terms and conditions and reservations herein contained and agrees to serve as Voting Trustee hereunder, and (b) agrees that it will exercise the powers and perform the duties of the Voting Trustee as herein set forth according to his best judgment.

3.2. The two trustees shall be unaffiliated with each other, and each shall have no familial or business connection within the last 10 years with the management of Telcordia, Parent (including any of its subsidiaries and affiliates), Stock Holder (including any of its subsidiaries and affiliates), any telecommunications equipment manufacturer, any Voice over Internet Protocol ("VoIP") provider, or any Telecommunications Service Provider.

3.3. Any Trustee or successor Trustee may at any time resign by delivery to the other Trustee and to the Stock Holder his resignation in writing. In the event of a vacancy or vacancies occurring in the office of Trustee or successor Trustee through the death, incapacity, resignation, refusal to act, or removal from the role of Trustee under this Agreement, the Stock Holder may appoint a successor Trustee to fill each such vacancy, with the prior written concurrence of the FCC. ~~A majority of the Board of Directors of Telecordia may remove a Trustee with or without cause at any time, and the successor Trustee shall be appointed in accordance with the preceding sentence. The FCC shall be provided with prior written notice of the removal of a Trustee and the intention to appoint a successor Trustee. The successor Trustee so appointed shall be clothed with all the rights, privileges, duties and powers conferred upon the Trustees herein named.~~

3.4. The Stock Holder hereby waives any and all claims of every kind and nature which hereafter the Stock Holder may have against the Voting Trustee, and agrees to release and by such act does release the Voting Trustee and its successors and assigns from any liability whatsoever arising out of or in connection with the exercise of his powers or the performance of his duties hereunder, except for such claims or liability as may arise out of the willful misconduct or gross negligence of the Voting Trustee. The Voting Trustee shall be free from liability in acting upon any paper, document or signature reasonably believed by the Voting Trustee to be genuine and to have been signed by the proper party. The Voting Trustee shall not be liable for any error of judgment in any act done or omitted, nor

for any mistake of fact or law, nor for anything that the Voting Trustee may do or refrain from doing, unless, in each case, the Voting Trustee's action or failure to act constitutes willful misconduct or gross negligence. The Voting Trustee may consult with legal counsel and action under this Agreement suffered or taken in good faith by the Voting Trustee in accordance with the opinion of the Voting Trustee's counsel shall be conclusive on the parties to this Agreement and the Voting Trustee shall be fully protected and be subject to no liability with respect thereto.

3.5. In consideration for the Voting Trustee's services hereunder, the Stock Holder shall pay to the Voting Trustee [compensation provisions in compliance with condition 7.e to be inserted once they are negotiated with the actual trustees]. In addition, the Stock Holder shall pay all reasonable expenses of the Voting Trustee, including, without limitation, counsel fees, and shall discharge all liabilities incurred by the Voting Trustee in connection with the exercise of his powers and performance of his duties under this Agreement, except such as shall arise from the willful misconduct or gross negligence of that Voting Trustee. The Stock Holder shall also indemnify and hold the Voting Trustees harmless from and against any and all claims and liabilities in connection with or arising out of the administration of the voting trust created by this Agreement or the exercise of any powers or the performance of any duties by him as herein provided or contemplated, except such as shall arise from the willful misconduct or gross negligence of that Voting Trustee.

4. Termination and Amendment.

4.1. This Agreement and the voting trust hereby created shall be irrevocable, except as set forth in Sections 4.2, 4.3 and 4.4, or upon the request of the Stock Holder and the concurrence of the FCC.

4.2. In the event that Telcordia shall cease to be appointed by the FCC to serve as the LNPA, this Agreement shall terminate.

4.3. In the event of the winding-up, dissolution or total liquidation of any entity in which any Trust Stock is held, this Agreement shall terminate with respect to such Trust Stock.

4.4. This Agreement will terminate in the event that Telefonaktiebolaget LM Ericsson or any of its subsidiaries or affiliates, in the absence of this Trust, would no longer hold a direct or indirect *de jure* or *de facto* controlling interest in Telcordia, subject to the concurrence of the FCC.

4.5. Upon termination, the Trustees, upon the receipt by them of a proper acquittance from Stock Holder, or its successors or assigns, and upon payment of any stamp taxes or other governmental charges in connection with such surrender and delivery, will cause to be delivered to Stock Holder, or its successors or assigns, certificates of capital stock of Telcordia in amounts corresponding to the Trust Stock issued, delivered or transferred to the Trustees at any time pursuant to this Agreement.

4.6. This Agreement may be amended only with written consent of the Voting Trustees and the Stock Holder, or their successors or assigns, and with the prior written

concurrence of the FCC.

5. Miscellaneous. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Delaware regardless of the laws that otherwise might govern under applicable principles of conflicts of laws thereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors, legal representatives and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of each other party hereto and the FCC. In case any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, neither the validity nor the enforceability of the remainder of this Agreement shall in any way be affected. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior agreements or understandings with respect to the subject matter hereof among the parties. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

6. All formal notices given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or by overnight express or mailed by first-class, registered or certified mail, postage prepaid, or transmitted by facsimile or email and addressed to the parties as follows:

If to the Voting Trustees:

[Trustee #1 Name]
[Trustee #1 Address]
Email:
[Trustee #1 email address]

[Trustee #2 Name]
[Trustee #2 Address]
Email:
[Trustee #2 email address]

With a copy to:

Chief, Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

If to the Stock Holder:

Ericsson Holding II Inc.
c/o John Moore
6300 Legacy Drive
Plano, Texas 75024
Email: John.Moore@Ericsson.com

With a copy to:

Tara O'Neill Diaz
General Counsel
Telcordia Technologies, Inc., d/b/a iconectiv
444 Hoes Lane
Piscataway, NJ 08854
Email: tdiaz@iconectiv.com

Field Code Changed

Field Code Changed

Each notice which shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently received for all purposes at such time as it is delivered to the addressee (with any return receipt, delivery receipt being deemed conclusive evidence of

such delivery) or at such time as delivery is refused by the addressee upon presentation.

[Signature page to follow]