

Summary of Issues with the iconectiv Master Services Agreement
Identified by the LNP Alliance as of May 17, 2016

The LNP Alliance has not completed its review of the iconectiv Master Service Agreement ("MSA"). Its business representatives have only recently obtained the public version of the agreement in late April.

The following is a list of edits, by Section number, identified to date that the LNP Alliance submits as necessary revisions to the MSA. In some cases, we are making good faith requests for additional information and would also be interested in understanding the MSA better on these points.

3.2.2.1.1 (Public) The MSA states that iconectiv has 270 days to qualify as a neutral. Will iconectiv be permitted to handle User Data during the first 270 days? What rules govern its neutrality during the first 270 days? The Commission should not permit iconectiv to handle User Data until neutrality protections are fully implemented.

3.2.2.4.2 Consequences of Violations of the Obligation to Maintain NPAC/SMS Data Situs in the United States. [Begin Confidential]

[Redacted]

[Redacted]

[End Confidential]

3.2.2.13.2 Obligation to Provide Nondiscriminatory Services and PTRS Services: [Begin Confidential]

[Redacted]

[End Confidential]

5.2.2.1 [Begin Highly Confidential]

[Redacted]

[End Highly Confidential]

5.2.4 A User's Direct Charges [Begin Highly Confidential]

[Redacted]

[End Highly Confidential]

5.11 [Begin Highly Confidential]

[Redacted]

[End Highly Confidential]

6.1.2.2.2 (Public) In 6.1.2.2.2, NAPM ("Customer") is the ultimate arbiter of whether a User should be classified as a User or a PTRS User. The LNP Alliance does not believe that the NAPM, as currently comprised of exclusively large, billion-dollar-revenue-plus companies, should be in a position of making such determinations. Either: 1) these decisions should be made by another entity; or 2) the fee structure of NAPM should be revised so that a significant number of small and medium-sized carriers can afford to join the organization.¹ NAPM should also include a NASUCA representative to speak to consumer interests and a NARUC representative to speak to state interests. Similar issues pertain to various provisions in Sections 6.1 (NPAC/SMS Users and PTRS Users), 6.2 (New User Evaluator Process), and 6.3 (Appeal and Dispute Resolution Processes and Procedures), several examples of which are discussed below.

6.1.2.2.4.1 (and 6.1.2.2.4.2, and throughout MSA and User Agreement): [Begin Confidential]

[Redacted]

[Redacted]

[Redacted]

[End Confidential]

¹ Without such changes, we believe that this section and several others in the MSA may violate the Federal Advisory Committee Act, 5 U.S.C. Appendix 2 (1972), which requires that federal advisory committees be comprised of diverse membership. The fact that only the largest carriers are represented on the NAPM is problematic in this regard.

6.1.2.2.4.4 (Public) Issue 1: This section seems designed to permit sharing of data derived from User Data as between iconectiv Termination of Neustar NPAC Users and PTRS Users for one year after the Actual Final Acceptance Date. What if the iconectiv migration is not complete by that date? What if a particular User is not integrated by that date? What is the process for User dispute resolution if a User is not completely integrated at the end of the year?

6.1.2.2.4.4 (Public) Issue 2: If this section is designed to allow sharing of data derived from User Data as between iconectiv Termination of Neustar NPAC Users and PTRS Users for one year after the Actual Final Acceptance Date, it needs to be clarified. As currently drafted, it suggests that data derived from User Data can be shared with anyone during the first year which could expose data derived from User Data to widespread dissemination. At the bottom of page 64, the LNP Alliance recommends adding the following after “then in effect”: “provided such recipients are Users or PTRS Users of the Neustar NPAC/SMS.” If this is the intent, the first sentence also needs to be reworked and the entire section should be revisited and revised. If this section has some other intent, we respectfully request an explanation of this section.

6.1.2.2.4.5 (Public) iconectiv makes an annual certification of continued eligibility of all Users and PTRS Users. There is not and should be some kind of User/PTRS User recourse in the event of an adverse decision.

6.2.5.6 (Public) iconectiv will evaluate all applications until a neutral third party NUE is appointed. Why doesn't iconectiv hire the NUE at the outset?

6.3.2.1.2 (Public) Permitted Use findings by iconectiv are appealed to NAPM which, as noted above, is not representative of the industry. A Negative Permitted Use Finding can lead to the discontinuance of NPAC services to a User or PTRS User (Section 6.2.6.4.3.3.1).

The appeal should be to a different entity or the NAPM should be required to change its dues structure to encourage significant participation by smaller carriers. The appeal to the NAPM “shall not be subject to further appeal or dispute.” This language should be deleted and the decision should just be “binding on all parties and final.” In addition, as discussed below, [Begin Confidential]

[End Confidential]

This section also provides that an appeal to the NAPM which is not heard by the NAPM within thirty (30) days “shall result in a Customer’s PTRS User Findings Report being considered issued with an Affirmative Permitted Use Finding,” which again is binding, final and nonappealable. While intended to encourage speedy appeals, this loophole would make it possible for a carrier to obtain an Affirmative Permitted Use Finding, and access to the NPAC, by the default of NAPM inaction. This is a potentially dangerous loophole that should be closed.

NAPM Review Role: Under the MSA, NAPM has a number of other appellate roles, including, for example: appeals regarding Misuse Allegation Findings Reports (Section 6.3.4); reviewing changes to the New User application (Section 6.7); Acceptance Testing for the NPAC

with the TOM (Section 7.2); determining whether [Begin Confidential] [redacted] [End Confidential]; and determining the form of the User Satisfaction Survey (Section 17.4.1). Again, NAPM, as currently constituted, should not be delegated such broad authority.

7.5 (Public) **Issue 1:** What is the process for reaching out to Users who are Non Responsive to the Onboarding Process? Will there be FCC publication, state publication or other notice? Can a carrier check to see if they are listed on the Customer List and what is that process? iconectiv is not responsible for onboarding companies not on the Customer List. Accordingly, there needs to be a means for carriers to determine whether they are on the Customer List.

7.5 (Public) **Issue 2:** “Customer *may in its discretion* deliver the list [of Users, PTRS Users and Ancillary Service Users that are not Fully Onboarded] or a summary of the list to the Commission to request the Commission’s assistance to make all identified Users, PTRS Users and Ancillary Service Users Fully Onboarded.” (emphasis added) Why is it discretionary to provide a list to the FCC? It should say “Customer shall deliver . . .” And the list should also be made available to the state public service commissions where carriers are certificated.

16.1 [Begin Confidential] [redacted] [End Confidential]

16.2 **Issue 1:** [Begin Confidential] [redacted] [End Confidential]

16.2 **Issue 2:** [Begin Confidential] [redacted] [End Confidential]

17.3.1 (Public) The LNP Alliance recommends an eleventh criterion:

(11) Has any User or other third party issued any complaints to the Contractor or Customer regarding Contractor’s Neutrality and, in Contractor’s view, is there validity to such complaints?

29.1 (Public) This Section should begin by stating: “The Parties expressly recognize that nothing herein shall be interpreted in such a way that it would be inconsistent with the federal or state statutes, rules, regulations, orders, opinions or decisions.” Then “Contractor further recognizes that . . .” This will provide a much clearer statement that both Parties are subject to applicable law and that, at a minimum, the FCC’s CPNI and other privacy restrictions remain in effect, including in circumstances where the contract might appear to provide for broader dissemination of confidential end user or network information.

30.1 (Public) Dispute Resolution: Section 30.1 contains expedited Dispute Resolution for NAPM and iconectiv. This is only available to the Parties and is not available for Users.

[Begin Confidential]

[Redacted]

[End

Confidential]

31.0 (Public) Definitions: The definitions need a general introductory statement to the effect that terms not defined herein shall have the meaning: a) as defined by the FCC, as applicable; or b) where not so defined, as commonly used in the industry.

Definition of TSP is problematic: The TSP definitions should be revised as follows: “an entity which (i) is an entity that has obtained ~~or is eligible~~ **all necessary federal and state commission approvals** to obtain North American Numbering Plan numbering resources associated with the Region and . . .”

What is the purpose of the “eligible to obtain” language and who would determine who is “eligible”? What if the Commission later states that an “eligible” provider is not in fact permitted to obtain number resources? This should also say has received all necessary federal and state commission approvals.

Revisions to Exhibit J-1 - User Agreement/PTRS User Agreement

[Begin Confidential]

[Redacted]

² We will refer to both agreements, which are very similar in content, as the “User Agreement.”

[REDACTED]

[Redacted text block]

[Redacted text block]

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[Redacted text block]

[End Confidential]