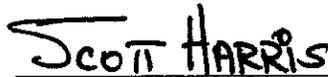


kept secret – probably well beyond 2012. The penalty provisions, thus, violate the law, Commission policy, antitrust principles, and harm the public interest.

If the Commission wishes to uphold its pro-competitive policies and vindicate the public interest, it must reform Amendment 57 by eliminating its anticompetitive provisions. The Commission should further exercise its oversight responsibilities and require NAPM to implement a formal procurement process so that carriers and the public can get the financial savings and other benefits that competition brings.

Respectfully Submitted,



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John Nakahata

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Counsel for Telcordia, Inc.

Exhibit A

EX-99.1 2 w25369exv99w1.htm EX-99.1

Amendment No. 57 (NE)**September 21, 2006**SOW: No
 Yes**Exhibit 99.1**

Pursuant to Instruction 2 to Item 601 of Regulation S-K, NeuStar, Inc. has filed an agreement with the North American Portability Management LLC, as successor to Northeast Carrier Acquisition Company, LLC, which is one of seven agreements that are substantially identical in all material respects other than the parties to the agreements. North American Portability Management, LLC succeeded to the interests of Northeast Carrier Acquisition Company, LLC and each of the other entities listed below. The following list identifies the other parties to the six agreements that have been omitted pursuant to Instruction 2 to Item 601:

- LNP, LLC (Midwest)
- Southwest Region Portability Company, LLC
- Western Region Telephone Number Portability, LLC
- Southeast Number Portability Administration Company, LLC
- Mid-Atlantic Carrier Acquisition Company, LLC
- West Coast Portability Services, LLC

[Graphic Omitted: NeuStar Logo]

AMENDMENT TO
CONTRACTOR SERVICES AGREEMENT FOR
NUMBER PORTABILITY ADMINISTRATION CENTER / SERVICE
MANAGEMENT SYSTEM
EXTENSION AND MODIFICATION

Page 1

CONFIDENTIAL

Amendment No. 57 (NE)

September 21, 2006

SOW: No Yes

**AMENDMENT NO. 57 UNDER CONTRACTOR SERVICES AGREEMENT
FOR NUMBER PORTABILITY ADMINISTRATION CENTER/SERVICE
MANAGEMENT SYSTEM**

Extension and Modification

1. PARTIES

This Amendment No. 57 (this "**Amendment**") is entered into pursuant to Article 30 of, and upon execution shall be a part of, the Contractor Services Agreement for Number Portability Administration Center/Service Management System, as amended and in effect immediately prior to the Amendment Effective Date (each such agreement referred to individually as the "**Master Agreement**" and collectively as the "**Master Agreements**"), by and between NeuStar, Inc., a Delaware corporation ("**Contractor**"), and the North American Portability Management LLC, a Delaware limited liability company (the "**Customer**"), as the successor in interest to and on behalf of the Northeast Carrier Acquisition Company, LLC (the "**Subscribing Customer**").

2. EFFECTIVENESS AND TERM

This Amendment shall be effective as of the 21st day of September, 2006 (the "**Amendment Effective Date**"), conditioned upon execution by Contractor and Customer on behalf of all the limited liability companies listed below for the separate United States Service Areas (the "**Subscribing Customers**").

- Mid-Atlantic Carrier Acquisition Company, LLC
- LNP, LLC (Midwest)
- Northeast Carrier Acquisition Company, LLC
- Southeast Number Portability Administration Company, LLC
- Southwest Region Portability Company, LLC
- West Coast Portability Services, LLC
- Western Region Telephone Number Portability, LLC

3. DEFINED TERMS

Capitalized terms used herein without definition or which do not specifically reference another agreement shall have the meanings as defined in the Master Agreements.

4. CONSIDERATION RECITAL

In consideration of the terms and conditions set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Customer agree as set forth in this Amendment. The modifications and amendments made herein were negotiated together, and each is made in consideration of all of the other terms and conditions herein. All such modifications and amendments are interrelated.

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Amendment No. 57 (NE)**September 21, 2006**

SOW: No
 Yes

and are dependent on each other. No separate, additional or different consideration is contemplated with respect to the modifications and amendments herein.

Contractor and Customer acknowledge that the agreements hereunder have been offered and accepted in part because of past and expected TN Porting Event volumes in the Service Area, and in part because Contractor provides Service, and Customer receives Service, in the Service Area in accordance with the NPAC/SMS Software, functionality, Change Orders, terms and conditions (the "NPAC/SMS Features") required under all amendments to and Statements of Work under the Master Agreement, and which NPAC/SMS Features have been elected and purchased by Customer on behalf of the Subscribing Customer as of the Amendment Effective Date. The Parties agree and acknowledge that Article 29 of the Master Agreement shall not apply with respect to the execution and delivery of this Amendment.

Notwithstanding the foregoing, Customer makes no representations with respect to the reliability or likelihood of expected or forecasted TN Porting Event volumes in any United States Service Area, and Contractor makes no representations with respect to Contractor's or Customer's realization of any expected or forecasted cost savings. Nonetheless, the Parties expressly agree and acknowledge that immediately upon the Amendment Effective Date, Exhibit E of the Master Agreement as amended and restated pursuant to Section 8.1 of this Amendment, subject to, among other things, Section 8.3 and Section 8.4, and shall govern as provided therein.

5. APPLICABLE DOCUMENTS

The following internal documents are applicable to this SOW:

<u>None</u>	Functional Requirements Specifications
<u>None</u>	Requirements Traceability Matrix
<u>None</u>	System Design
<u>None</u>	Detailed Design
<u>None</u>	Integration Test Plan
<u>None</u>	System Test Plan
<u>None</u>	NPAC Software Development Process Plan
<u>None</u>	User Documentation

6. IMPACTS ON MASTER AGREEMENT

The following portions of the Master Agreement are impacted by this SOW:

<input checked="" type="checkbox"/>	Master Agreement
<u>None</u>	Exhibit B Functional Requirements Specification
<u>None</u>	Exhibit C Interoperable Interface Specification
<input checked="" type="checkbox"/>	Exhibit E Pricing Schedules
<u>None</u>	Exhibit F Project Plan and Test Schedule
<u>None</u>	Exhibit G Service Level Requirements
<u>None</u>	Exhibit H Reporting and Monitoring Requirements

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Amendment No. 57 (NE)

September 21, 2006

SOW: No
 Yes

- None Exhibit J User Agreement Form
- None Exhibit K External Design
- None Exhibit L Infrastructure/Hardware
- None Exhibit M Software Escrow Agreement
- None Exhibit O Intermodal Ported TN Identification Service Agreement
- None Exhibit P LEAP Service Agreement
- None Disaster Recovery
- None Back Up Plans
- Gateway Evaluation Process (Article 32 of Master Agreement)

7. MASTER AGREEMENT TERM

As of the Amendment Effective Date, Article 3 of the Master Agreement is deleted and replaced in its entirety with the following:

This Agreement shall commence as of the Effective Date of this Agreement and continue for a term ending on June 30, 2015 (the “**Initial Term**”), unless terminated earlier under the terms of this Agreement. After expiration of the Initial Term, this Agreement shall automatically renew for consecutive one-year terms (one year at a time) unless an election not to renew is made either (i) by Customer, by providing at least ninety (90) days written notice to Contractor prior to the end of the Initial Term or any subsequent term in which the Agreement is in effect, or (ii) by Contractor, by providing at least one hundred and eighty (180) days written notice to Customer prior to the end of the Initial Term or any subsequent term in which the Agreement is in effect.

8. PRICING

8.1 Amendment of Exhibit E

Effective on the Amendment Effective Date, Exhibit E of the Master Agreement is hereby amended and restated in its entirety as set forth in Attachment A hereunder, which amended and restated Exhibit E sets forth new charges per TN Porting Event under “Rate Card No. 3” and an “Effective Rate” under “Rate Card No. 4”, and calculations thereof, which new charges per TN Porting Event and Effective Rates and calculations thereof are subject to Section 8.3 and Section 8.4 below, applicable to the provision of Service in the Service Area. Customer and Contractor hereby agree and acknowledge that the monthly Aggregate Porting Charge calculated for the Service Area under Rate Card No. 4, as set forth in Schedule 1 under Exhibit E to the Master Agreement, is derived from an Effective Rate based on annualized TN Porting Event volumes, and applies only with respect to each calendar month in which the Service Area’s monthly Aggregate Porting Charge is calculated, and in no event shall a different TN Porting Event charge or Effective Rate be applied, including, without limitation, on account that the actual cumulative TN Porting Events for an entire calendar year differs from any “Annualized Volume” in any one calendar month, as derived under Attachment 1 to Exhibit E under the Master Agreement.

Amendment No. 57 (NE)**September 21, 2006****SOW:** No
 Yes**8.2 Rescission of Article 33 and Article 34**

Effective on the Amendment Effective Date, Article 33 of the Master Agreement, which article concerns certain credit payments, originally introduced by Amendment No. 43, as may have been amended, is hereby rescinded and shall have no further force or effect. Effective on January 1, 2007 (i.e., upon the expiration of Rate Card No. 2, as provided and defined in Schedule 1 of Exhibit E under the Master Agreement), Article 34, which article concerns certain annual volume-dependent TN Porting Price reductions, of the Master Agreement, originally introduced by Amendment No. 43, as may have been amended, is hereby rescinded and shall have no further force or effect.

8.3 Upward Event Triggered Charge Adjustment*(a) Application of Upward Event Triggered Charge Adjustment, Calculation of Increased Charge Amount and Application of Increased Charge Amount Cap*

Notwithstanding anything herein, including Attachment A under this Amendment, or in the Master Agreement, including any Statement of Work or amendment thereunder, to the contrary, upon the occurrence of any Customer Modification Event (as defined in Section 8.3(b) below) under any of the Master Agreements between Contractor and Customer on behalf of the Subscribing Customers set forth in Article 2 above, and after written notice to Customer, the charge per TN Porting Event under Rate Card 3 and the Effective Rate under Rate Card 4 then-used under Exhibit E in calculating the monthly Aggregate Porting Charge for the Service Area shall be adjusted (such adjustment the **"Upward Event Triggered Charge Adjustment"**) by increasing the charge per TN Porting Event under Rate Card 3 and the Effective Rate under Rate Card 4 by Nine Cents (\$0.09) (such added amount known as the **"Increased Charge Amount"**). The Upward Event Triggered Charge Adjustment shall be effective beginning in the month in which the Customer Modification Event occurred, for any Customer Modification Event occurring at any time after the Amendment Effective Date, and shall continue to apply each month thereafter to and including December 31, 2011. Notwithstanding the foregoing, if the Customer Modification Event resulting in an Upward Event Triggered Charge Adjustment occurs in calendar years 2009 through and including 2011, then the TN Porting Event charge or the Effective Rate resulting from such Upward Event Triggered Charge Adjustment shall be capped and shall not exceed *Ninety Five Cents* (\$0.95) (the **"Increased Charge Amount Cap"**). Notwithstanding anything herein to the contrary, if beginning January 1, 2009 and through December 31, 2011 the Annualized Volume calculated under Rate Card No. 4 under Attachment 1 to Exhibit E in any month, beginning with the month in which an Upward Event Triggered Charge Adjustment has been applied is less than Three Hundred Million (300,000,000) TN Porting Events, then the Increased Charge Amount shall be reduced from Nine Cents (\$0.09) to Four Cents (\$0.04), and the Increased Charge Amount Cap shall no longer have any force or effect, regardless of the number, occurrence or timing or any other Customer Modification Event that would otherwise result in an Upward Event Triggered Charge Adjustment. Notwithstanding anything herein to the contrary, if a Customer Modification Event occurs prior to January 1, 2007, then the Upward Event Triggered Charge Adjustment shall be applied beginning on January 1, 2007.

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Amendment No. 57 (NE)**September 21, 2006****SOW:** No
 Yes*(b) Customer Modification Events*

For purposes of this Section 8.3, a "**Customer Modification Event**" shall mean, subject to Section 8.3(c) below, any Official Customer Action with respect to the following events that occurs on or after the Amendment Effective Date, but before January 1, 2012, where "**Official Customer Action**" means either

(A) any of the following acts by Customer, or any of the Subscribing Customers set forth in Article 2 above, or their respective members in their duly authorized, official capacity as members of Customer or Subscribing Customer, or otherwise duly authorized to act on behalf of Customer or Subscribing Customer:

- (i) seeking, or otherwise attempting, to renegotiate a lower charge per TN Porting Event or Effective Rate than the then-current charges per TN Porting Event or an Effective Rate in Exhibit E, or the calculation method for deriving such charges per TN Porting Event or the Effective Rate that results in a lower rate for the then-current charges per TN Porting Event or the Effective Rate in Exhibit E, or the introduction of any terms or conditions under the Master Agreement that could reduce the charges per TN Porting Event or the Effective Rate in Exhibit E, or the calculation method for deriving charges per TN Porting Event or the Effective Rate in Exhibit E;
- (ii) issuing a request for information (RFI), a request for quotation (RFQ), a request for proposals (RFP) or other similar request for the provision of NPAC/SMS-type services in any United States Service Area;
- (iii) advocating, endorsing, adopting, or approving the development, implementation or use of an alternate TN-level routing administration capability; or
- (iv) accepting or approving a proposal or offer, whether solicited or unsolicited, to provide NPAC/SMS-type services in any United States Service Area.

or (B) any public statement or public announcement of the Customer, or any of the Subscribing Customers set forth in Article 2 above

- (i) expressing an intent to seek or otherwise to attempt renegotiation of, or to seek or otherwise renegotiate, a lower charge per TN Porting Event or Effective Rate than the then-current charges per TN Porting Event or the Effective Rate in Exhibit E or the calculation method for deriving such charges per TN Porting Event or the Effective Rate that results in a lower rate for the then-current charges per TN Porting Event or the Effective Rate in Exhibit E, or the introduction of any terms or conditions under the Master Agreement that could reduce the charges per TN Porting Event or the Effective Rate in Exhibit E, or the calculation method for deriving charges per TN Porting Event or the Effective Rate in Exhibit E;

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Amendment No. 57 (NE)**September 21, 2006****SOW:** No Yes

- (ii) expressing an intent to issue, or otherwise to issue, a request for information (RFI), a request for quotation (RFQ), a request for proposals (RFP) or other similar request for the provision of NPAC/SMS-type services in any United States Service Area;
- (iii) expressing an intent to advocate, endorse, adopt, or approve, or otherwise advocating, endorsing, adopting, or approving, the development, implementation or use of an alternate TN-level routing administration capability; or
- (iv) expressing an intent to accept or approve, or otherwise accepting or approving, a proposal or offer, whether solicited or unsolicited, to provide NPAC/SMS-type services in any United States Service Area.

Contractor and Customer agree and acknowledge that nothing in this Section 8.3 prohibits Customer from engaging in any Customer Modification Event, provided that upon the occurrence of any Customer Modification Event, the prevailing charge per TN Porting Event and the Effective Rate is subject to the Upward Event Triggered Charge Adjustment, as set forth in this Section 8.3.

For the avoidance of doubt, Paragraph (i) under Section 8.3(b)(A) and Paragraph (i) under Section 8.3(b)(B) above shall not apply with respect to any action concerning an adjustment to the TN Porting Event rate or Effective Rate under the Gateway Evaluation Process of Article 32 of the Master Agreement, including requests to negotiate or to waive the application of thereof.

For the avoidance of doubt, Section 8.3(b)(A)(iii) and Section 8.3(b)(B)(iii) above shall not be interpreted to include as a Customer Modification Event the participation of a member of Customer or Subscribing Customer, other than in their duly authorized, official capacity as members or otherwise duly authorized to act on behalf of Customer or Subscribing Customer, in industry forums, such as the ENUM LLC, or trials for an alternate TN-level routing administration capability, such as ENUM.

For the avoidance of doubt, the application or non-application of an Upward Event Triggered Charge Adjustment under this Section 8.3, shall not in any way affect the rescissions set forth in Section 8.2.

(c) Exceptions to Customer Modification Events

An event otherwise qualifying as a Customer Modification Event shall not be considered a Customer Modification Event for purposes of this Section 8.3 under any of the following circumstances (such event under that circumstance an “**Excluded Customer Modification Event**”):

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Amendment No. 57 (NE)**September 21, 2006**

SOW: No
 Yes

- (i) beginning on January 1, 2008 (i.e., when Rate Card No. 4 applies under Exhibit E of the Master Agreement), if the Customer Modification Event occurred after the actual cumulative TN Porting Event volume for all United States Service Areas in which Contractor provides Services exceeds Seven Hundred Million (700,000,000) TN Porting Events in the immediately preceding twelve (12) calendar month period (i.e., trailing twelve calendar months); or
- (ii) if a federal rule, regulation or order, (collectively, a **“Regulatory Act”**) of any regulatory body and its components (a **“Regulatory Entity”**) having jurisdiction or delegated authority over Contractor, Customer, its member and the Users, and the NPAC/SMS specifically and expressly requires the Customer to perform any Customer Modification Event, and Customer does perform such Customer Modification Event; provided, however, that the Regulatory Entity issuing the Regulatory Act has the legal authority to issue the Regulatory Act, and does so in accordance with all applicable requirements to the Regulatory Entity, and provided further that Customer, or Subscribing Customer, including its co-chairs and members in their duly authorized, official capacity as members or otherwise duly authorized to act on behalf of Customer or Subscribing Customer, did not advocate, endorse, lobby, orchestrate, whether directly or indirectly, the Regulatory Entity with respect to the Regulatory Act that is a specific and express requirement for Customer to perform a Customer Modification Event.

Notwithstanding anything herein to the contrary, if the date of an Official Customer Action identified under Section 8.3(b) above occurs prior to the date of the occurrence of a related Excluded Customer Modification Event, then the Upward Event Triggered Charge Adjustment shall nevertheless apply.

For the avoidance of doubt, the measurement of a cumulative TN Porting Event volume set forth in Paragraph (i) of Section 8.3(c) above concerns actual TN Porting Events, and shall not be interpreted in any way to mean the “Annualized Volume” calculation under Attachment 1 to Exhibit E.

8.4 Downward Event Triggered Charge Adjustment

(a) Application of Downward Event Triggered Charge Adjustment and Calculation of Decreased Charge Amount

Notwithstanding anything herein, including Attachment A under this Amendment, or in the Master Agreement, including any Statement of Work or amendment thereunder, to the contrary, upon the occurrence of a Contractor Modification Event (as defined in Section 8.4(b) below) under any of the Master Agreements between Contractor and Customer on behalf of the Subscribing Customers set forth in Article 2 above, and after written notice to Customer, the charge per TN Porting Event under Rate Card 3 and the Effective Rate under Rate Card 4 then-used under Exhibit E in calculating the monthly Aggregate Porting Charge for the Service Area

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Amendment No. 57 (NE)**September 21, 2006****SOW:** No
 Yes

shall be adjusted (such adjustment the **“Downward Event Triggered Charge Adjustment”**) by decreasing the then-prevailing TN Porting Event charge under Rate Card 3 and the Effective Rate under Rate Card 4 calculated under Exhibit E by Nine Cents (\$0.09) (such subtracted amount known as the **“Decreased Charge Amount”**). The Downward Event Triggered Charge Adjustment shall be effective in the month in which the Contractor Modification Event occurred, for any Contractor Modification Event occurring at any time after the Amendment Effective Date, and shall continue to apply each month thereafter to and including December 31, 2011. Notwithstanding anything herein to the contrary, if a Contractor Modification Event occurs prior to January 1, 2007, then the Downward Event Triggered Charge Adjustment shall be applied beginning on January 1, 2007.

(b) Contractor Modification Events

For purposes of this Section 8.4, a **“Contractor Modification Event”** shall mean, subject to Section 8.4(c) below, any Official Contractor Action with respect to the following events that occurs on or after the Amendment Effective Date, but before January 1, 2012, where **“Official Contractor Action”** means a written request by Contractor executed by a duly authorized representative of the Contractor, or otherwise duly authorized to act on behalf of Contractor, acting on behalf of the Contractor, and directed at the Customer, and not its members, concerning a request to renegotiate a higher TN Porting Event charge or Effective Rate than the then-current charge per TN Porting Event or Effective Rate in Exhibit E, or the calculation method for deriving such charge per TN Porting Event or Effective Rate that results in a higher rate for the then-current charge per TN Porting Event or the Effective Rate in Exhibit E, or the introduction of any terms or conditions under the Master Agreement that could increase the charge per TN Porting Event or the Effective Rate in Exhibit E, or the calculation method for deriving charge per TN Porting Event or Effective Rate in Exhibit E.

Contractor and Customer agree and acknowledge that nothing in this Section 8.4 prohibits Contractor from engaging in a Contractor Modification Event, provided that upon the occurrence of any Contractor Modification Event, the prevailing charge per TN Porting Event and Effective Rate is subject to the Downward Event Triggered Charge Adjustment, as set forth in this Section 8.4.

For the avoidance of doubt, this Section 8.4(b) shall not apply with respect to any action concerning an adjustment to the TN Porting Event rate or Effective Rate under the Gateway Evaluation Process of Article 32 of the Master Agreement, including requests to negotiate or to waive the application of thereof.

For the avoidance of doubt, the application or non-application of a Downward Event Triggered Charge Adjustment under this Section 8.4, shall not in any way affect the rescissions set forth in Section 8.2.

For the avoidance of doubt, the measurement of a cumulative TN Porting Event volume set forth in Section 8.3(c)(i) above concerns actual TN Porting Events, and shall not be interpreted in any way to mean the **“Annualized Volume”** calculation under Attachment 1 to Exhibit E.

Amendment No. 57 (NE)**September 21, 2006**SOW: No
 Yes*(c) Exceptions to Contractor Modification Events*

An event otherwise qualifying as a Contractor Modification Event shall not be considered a Contractor Modification Event for purposes of this Section 8.4 under any of the following circumstances (such event under that circumstance an “**Excluded Contractor Modification Event**”):

- (i) If the Contractor Modification Event occurred after the actual cumulative TN Porting Event volume for all United States Service Areas in which Contractor provides Services falls below Two Hundred Fifty Million (250,000,000) TN Porting Events in any calendar year beginning on January 1, 2008 (i.e., when Rate Card No. 4 applies under Exhibit E of the Master Agreement); or
- (ii) If a Regulatory Act of a Regulatory Entity specifically and expressly requires the Contractor to perform any Contractor Modification Event, and Contractor does perform such Contractor Modification Event; provided, however, that the Regulatory Entity issuing the Regulatory Act has the legal authority to issue the Regulatory Act, and does so in accordance with all applicable requirements to the Regulatory Entity, and provided further that Contractor, including a duly authorized representative of the Contractor, or otherwise duly authorized to act on behalf of Contractor, acting on behalf of the Company, did not advocate, endorse, lobby, orchestrate, whether directly or indirectly, the Regulatory Entity with respect to the Regulatory Act that is a specific and express requirement for Contractor to perform a Contractor Modification Event.

Notwithstanding anything herein to the contrary, if the date of an Official Contractor Action identified under Section 8.4(b) above occurs prior to the date of the occurrence of an Excluded Contractor Modification Event, then the Downward Triggered Charge Adjustment shall apply.

For the avoidance of doubt, the measurement of a cumulative TN Porting Event volume set forth in Paragraph (1) of Section 8.3(c) above concerns actual TN Porting Events, and shall not be interpreted in any way to mean the “Annualized Volume” calculation under Attachment 1 to Exhibit E.

8.5 Data Elements*(a) New Entries*

The two new bullets required to be set forth in Footnote 4 of Exhibit E resulting from Customer’s election of the “Change order Option” for NANC 399 under Section 9.3(b) of Statement of Work No. 49, Revision 1, concerning NPAC/SMS Software Release 3.3, shall be set forth as provided in the enclosed amended and restated Exhibit E, attached hereto as Attachment A.

Amendment No. 57 (NE)**September 21, 2006**SOW: No
 Yes*(b) Replacement of "Alternate SPID" with "Optional Data"*

Consistent with the already-executed Statement of Work No. 49 Rev. 1, Footnote 4 of Exhibit E shall be amended to reflect that "Alternate SPID" will have the more precise designation of "Optional Data". Except as provided in Section 8.5(c) below, the setting forth of "Optional Data" in Footnote 4 of Exhibit E shall not in any way entitle Contractor to include a parameter value in a parameter other than in "Alternate SPID" except as agreed upon by the Parties under a Statement of work under Article 13 or an amendment under Article 30.

(c) Billable Nature of Certain Data Elements

Upon execution by Customer and Contractor of a Statement of Work under Article 13 of the Master Agreement or amendment under Article 30 of the Master Agreement adding any number or combination of the following SV data elements to the NPAC/SMS, such added data elements will be included in the group of SV data fields to which the modify of an Active SV results in a charge (i.e., the TN Porting Event has occurred and is chargeable) under and in accordance with Exhibit E:

- (i) "AltSPID" data element in the "Optional Data" field; or
- (ii) any IP-related data elements, regardless of their format or how they are implemented, if they are a member of any number or combination of the following categories:
 - a. a network address to a service provider's gateway for voice service (e.g., voice URI);
 - b. a network address to a service provider's gateway for multi-media messaging service (e.g., MMS URI);
 - c. a network address to service provider's gateway for push-to-talk over cellular service (e.g., PoC URI); or
 - d. a network address to a service provider's gateway for IMS service (IP Multimedia Subsystem) or an interactive session of real-time communication-centric services (e.g., Presence URI).

Except for the billable nature of data elements as set forth in this Section 8.5, the foregoing is not intended to limit either Party's rights with respect to Statements of Work under Article 13 or with respect to amendments under Article 30. The foregoing shall mean, without limitation, that the Customer is not entitled to reject a Statement of Work under Article 13 or an amendment under Article 30 that adds in the NPAC/SMS any of the data elements set forth in and subject to this Section 8.5 on the basis of the billable nature of the data elements. Additionally, nothing in this Section 8.5 shall be interpreted as approval, as of the Amendment Effective Date under this Amendment of the data elements set forth above in Paragraph (ii).

8.6 Special Dispute Resolution Procedures for Customer Modification Event

If Contractor provides Customer with written notice that a Customer Modification Event has taken place, then the following procedures shall be followed:

Amendment No. 57 (NE)**September 21, 2006**SOW: No
 Yes

- (a) Customer or the Subscribing Customer shall, within five (5) calendar days after receipt of notification from Contractor that a Customer Modification Event has taken place, respond to Contractor with written notification as to whether a Customer Modification Event did or did not occur, and reasonably substantiating the position set forth in the notification. Contractor may use that notification, and shall not be considered Confidential Information. Failure of Customer to provide written notification under this Paragraph (a) within such five (5) calendar days shall be deemed advising Contractor that a Customer Modification Event has occurred.
- (b) Within thirty (30) calendar days after receipt of the notification set forth in Paragraph (a) above to the effect that a Customer Modification Event did not occur, Contractor shall provide Customer with written notification advising Customer as to whether an Upward Event Triggered Charge Adjustment will be applied. An Upward Event Triggered Charge Adjustment will not be applied unless and until Contractor provides such notice to Customer. If Customer provides notice to Contractor to the effect that a Customer Modification Event did not occur, then failure of Contractor to provide written notification under this Paragraph (b) within such thirty (30) calendar days shall be deemed advising Customer that a Customer Modification Event has not occurred.
- (c) If Customer does not agree with the written notification provided by Contractor under Paragraph (b) above, then Customer shall within thirty (30) calendar days of such notice, advise Contractor of the disagreement in writing. If after sixty (60) days after such notice by Customer the matter has not been resolved, then it shall be deemed a dispute and referred to binding arbitration in accordance with the provisions set forth in Section 26.2 of the Master Agreement, except that the place of arbitration shall be Baltimore, MD, and if there are any other disputes concerning the same asserted Customer Modification Event, then all such disputes shall be consolidated into one binding arbitration.

Nothing herein shall prohibit or limit the Parties rights to settle any dispute subject to this Section 8.6 prior to the issuance of an arbitrator's decision.

The Parties shall continue to honor their respective ongoing obligations, if any, including without limitation the application of an Upward Event Triggered Charge Adjustment, under the Master Agreement without interruption pending final resolution of a dispute regarding an Upward Event Triggered Adjustment pursuant to this Section 8.6.

8.7 Special Dispute Resolution Procedures for Contractor Modification Event

If Customer provides Contractor with written notice that a Contractor Modification Event has taken place, then the following procedures shall be followed:

- (a) Contractor shall, within five (5) calendar days after receipt of notification from Customer that a Contractor Modification Event has taken place, respond to Customer

Amendment No. 57 (NE)**September 21, 2006****SOW:** No
 Yes

with written notification as to whether a Contractor Modification Event did or did not occur, and reasonably substantiating the position set forth in the notification. Customer may use that notification, and shall not be considered Confidential Information. Failure of Contractor to provide written notification under this Paragraph (a) within such five (5) calendar days shall be deemed advising Customer that a Customer Modification Event has occurred.

- (b) Within thirty (30) calendar days after receipt of the notification set forth in Paragraph (a) above to the effect that a Contractor Modification Event did not occur, Customer shall provide Contractor with written notification advising Contractor as to whether a Downward Event Triggered Charge Adjustment will be applied. A Downward Event Triggered Charge Adjustment shall not commence unless and until Customer provides such notice to Contractor. If Contractor provides notice to Customer to the effect that a Contractor Modification Event did not occur, then failure of Contractor to provide written notification under this Paragraph (b) within such thirty (30) calendar days shall be deemed advising Contractor that a Customer Modification Event has not occurred.
- (c) If Contractor does not provide written notification accepting Customer's notification under Paragraph (b) above, Contractor shall within thirty (30) calendar days of such notice, advise Contractor of the disagreement in writing. If after sixty (60) days after such notice by Contractor the matter has not been resolved, then the matter shall be deemed a dispute and referred to binding arbitration in accordance with the provisions set forth in Section 26.2 of the Master Agreement, except that the place of arbitration shall be Baltimore, MD, and that if there are any other disputes concerning the same asserted Contractor Modification Event, then all such disputes shall be consolidated into one binding arbitration.

Nothing herein shall prohibit or limit the Parties rights to settle any dispute subject to this Section 8.6 prior to the issuance of an arbitrator's decision.

The Parties shall continue to honor their respective ongoing obligations under the Master Agreement, if any, including without limitation the application of a Downward Event Triggered Charge Adjustment, without interruption pending final resolution of a dispute regarding a Downward Event Triggered Adjustment pursuant to this Section 8.7.

9. CONFIDENTIALITY

The Master Agreement is hereby amended by deleting Section 15.1 in its entirety and replacing it with the following.

"Confidential Information" means all information, materials and ideas that relate to this Agreement, the subject matter of this Agreement or the performance by the disclosing party of its obligations hereunder, which is disclosed or otherwise provided by one Party (the "Disclosing Party") (in writing, electronically, orally, or in any other form, tangible

Amendment No. 57 (NE)**September 21, 2006**SOW: No
 Yes

or intangible, except that with respect to oral or intangible disclosures, the substance of which disclosure must be memorialized in writing and delivered to the receiving party within fourteen (14) days of the initial disclosure) to the other Party (the "Receiving Party") and that is marked as "confidential" and/or "proprietary", including, without limitation, User Data, Software, proprietary aspects of the functional requirements and the systems interface, pricing and financial information and customer records of either Party or of any Users. User Data shall be the property of the User furnishing such data.

Confidential Information shall include (a) the fact that discussions or negotiations are taking place between the Parties concerning any amendment or proposed amendment, including by way of a Statement of Work, of the terms and conditions of this Agreement (the "Proposed Transaction"); (b) any of the terms, conditions or other facts with respect to any such Proposed Transaction, including the status thereof or the cessation of discussions or negotiations between the Parties, except that if the Parties fail to conclude a definitive amendment, then either Party is entitled to communicate the fact that the Parties did not conclude such an amendment to the United States Federal Communications Commission (FCC), the North American Numbering Council (NANC) or to any other regulatory bodies having jurisdiction or delegated authority over or in connection with the NPAC/SMS without having to provide the other Party an opportunity to contest such disclosure, and without a order, rule or request from the FCC, NANC or any regulatory body; (c) the fact that a Party has proposed new terms, conditions or other facts with respect to any Proposed Transaction; and (d) information, materials and ideas derived from Confidential Information, if such information, materials and ideas otherwise qualify as Confidential Information under this Section 15.1.

Particular or specific information, materials or ideas relating to this Agreement, the subject matter of this Agreement or the performance by a Party hereunder shall not be precluded from qualifying as Confidential Information merely because other, similar information, materials or ideas relating to this Agreement, or the performance by a Party hereunder have ceased to qualify as Confidential Information.

The Disclosing Party shall have the right to correct any inadvertent failure to designate information as "confidential" and/or "proprietary" by written notification to the Receiving Party. The Receiving Party shall, from that time forward, treat such information as Confidential Information under this Agreement, so long as such information has not been excluded as Confidential Information under Section 15.2.

During the course of this Agreement, either Party may receive or have access to Confidential Information of the other Party or User. The Receiving Party shall not, without first obtaining the Disclosing Party's written consent, disclose to any Third Party, commercially exploit or use for any purpose other than the performance of its obligations under this Agreement any Confidential Information, or information or materials developed by the Receiving Party based on Confidential Information, that it has received or to which it has had access. With respect to disclosures to a member of the Customer, including each such member's agents, attorneys and authorized representatives,

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 Yes

Confidential Information may be disclosed if subject to confidentiality obligations no less restrictive than those set forth herein, including by way of a Customer resolution requiring a confidentiality acknowledgment from the member representatives on behalf of themselves and their respective member. User Data can be disclosed by the Receiving Party to the rightful owner of such data without the Disclosing Party's consent. Each Party shall use no less than the same means it uses to protect its similar confidential and proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the Disclosing Party.

The Master Agreement is hereby amended by deleting Section 15.2 in its entirety and replacing it with the following.

15.2 Exclusions

Confidential Information shall not include:

- (a) information generally available to, or known to, or which becomes known by, the public through no wrongful act of the Receiving Party, including public filings made by Contractor at the United States Securities and Exchange Commission;
- (b) information lawfully known by the Receiving Party prior to receipt from the Disclosing Party;
- (c) information lawfully disclosed by a Third Party to the Receiving Party;
- (d) information independently developed by the Receiving Party without the use of information disclosed by the Disclosing Party;
- (e) information disclosed to a Third Party by the Disclosing Party without restriction; and
- (f) information lawfully required to be disclosed to any governmental agency or which is otherwise required to be disclosed by law, provided that before making such disclosure the Receiving Party shall give the Disclosing Party an adequate opportunity to object to such disclosure or take action to assure confidential handling of such information.

10. COOPERATION

Customer and Subscribing Customer shall duly authorize and direct its co-chairs and representatives who are not members (e.g., counsel), if necessary as decided by the Customer, to support, and reasonably cooperate and coordinate with Contractor in supporting all of the following in connection with any activity before any Regulatory Entity, including but not limited to appearances, requests, communications, filings, submissions, or other similar activities:

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 Yes

- (a) that to the best of its knowledge and belief, the Master Agreement, including all Statements of Work and amendments thereof, including this Amendment, were entered into in accordance with all legal, regulatory and organizational requirements applicable to Customer or Subscribing Customer; and
- (b) that in its judgment, this Amendment is in the best interests of the NPAC/SMS Users and Allocated Payors under the various Master Agreements.

For purposes of this Article 11, organizational requirements applicable to Customer or Subscribing Customer include those requirements normally set forth in operating agreements, by-laws, articles of incorporation, membership or shareholder agreement, or other similar documents governing Customer's operations, membership, management, or affairs.

11. APPLICATION OF GATEWAY EVALUATION PROCESS

The computation, division, apportioning, issuance, application, and invoicing of any Upward Event Triggered Charge Adjustment and any Downward Event Triggered Charge Adjustment shall be auditable and included in determining "accuracy" for purposes of Element No. 7b of the Gateway Evaluation Process, as set forth in Article 32 of this Agreement, only on the later of (the "**First GEP Triggering Event Invoice**") (a) the third invoice after the Billing Cycle in which each such Upward Event Triggered Charge Adjustment or Downward Event Triggered Charge Adjustment was effective and (b) the first invoice issued after the Billing Cycle in which there has been final resolution of any dispute under Article 8 hereof (by agreement of the Parties or by final binding arbitration) relating to whether or not an Upward Event Triggered Charge Adjustment or Downward Event Triggered Charge Adjustment was, or should have been, applied. All invoices issued prior to the date of the First GEP Triggering Event Invoice shall be considered accurate with respect to that particular issuance, or non-issuance, as the case may be, of an Upward Event Triggered Charge Adjustment or a Downward Event Triggered Charge Adjustment for purposes of Element No. 7b of the Gateway Evaluation Process, regardless of whether the relevant Upward Event Triggered Charge Adjustment or Downward Event Triggered Charge Adjustment was accurately reflected on those invoices. Nothing herein shall preclude Contractor, in the event that Contractor does not reflect such Upward Event Triggered Charge Adjustment or Downward Event Triggered Charge Adjustment from issuing an adjustment credit to reflect the proper computation, division, apportioning, issuance, application, and invoicing of the Upward Event Triggered Charge Adjustment or the Downward Event Triggered Charge Adjustment on any one or more invoices issued after such Upward Event Triggered Charge Adjustment or such Downward Event Triggered Charge Adjustment became effective.

12. NOTICES

The notices provision of Section 27.6 of the Master Agreement is hereby amended to provide that all notices or other communications required or permitted to be given under the Master Agreement shall be in writing (unless otherwise specifically provided herein) and delivered or addressed as follows:

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 YesIf to Customer: Both then-current Co-Chairpersons of Customer at the address
provided to Contractorwith a copy to: Dan Sciallo
c/o Berenbaum, Weinshienk & Eason, P.C.
370 Seventeenth Street, Suite 4800
Denver, Colorado 80202-5626If to Contractor: Joseph Franlin
Sr. Vice President, Customer Relations
NeuStar, Inc.
46000 Center Oak Plaza
Sterling, VA 20166with a copy to: General Counsel
NeuStar, Inc.
46000 Center Oak Plaza
Sterling, VA 20166**13. MISCELLANEOUS**

- 13.1 Except as specifically modified and amended hereby, all the provisions of the Master Agreement and the User Agreements entered into with respect thereto, and all exhibits and schedules thereto, shall remain unaltered and in full force and effect in accordance with their terms. From and after the Amendment Effective Date hereof, any reference in the Master Agreement to itself and any Article, Section or subsections thereof or to any Exhibit thereto, or in any User Agreement to itself or to the Master Agreement and applicable to any time from and after the Amendment Effective Date hereof, shall be deemed to be a reference to such agreement, Article, Section, subsection or Exhibit, as modified and amended by this SOW. From and after the Amendment Effective Date, Statement of Work shall be a part of the Master Agreement, including its Exhibits, and, as such, shall be subject to the terms and conditions therein. Each of the respective Master Agreements with respect to separate Service Areas remains an independent agreement regarding the rights and obligations of each of the Parties thereto with respect to such Service Area, and neither this Amendment nor any other instrument shall join or merge any Master Agreement with any other, except by the express written agreement of the Parties thereto.
- 13.2 If any provision of this Amendment is held invalid or unenforceable the remaining provision of this Amendment shall become null and void and be of no further force or effect. If by rule, regulation, order, opinion or decision of the Federal Communications Commission or any other regulatory body having jurisdiction or delegated authority with respect to the subject matter of this Amendment or the Master Agreement, this

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Amendment is required to be rescinded or is declared ineffective or void in whole or in part, whether temporarily, permanently or ab initio (an "Ineffectiveness Determination"), immediately upon such Ineffectiveness Determination and without any requirement on any party to appeal, protest or otherwise seek clarification of such Ineffectiveness Determination, this Amendment shall be rescinded and of no further force or effect retroactively to the Amendment Effective Date. Consequently, the Master Agreement in effect immediately prior to the Amendment Effective Date shall continue in full force and effect in accordance with its terms, unchanged or modified in any way by this Amendment. In the event of an Ineffectiveness Determination, any amounts that would have otherwise been due and payable under the terms and conditions of the Master Agreement, in effect immediately prior to the Amendment Effective Date (including, but not limited to any adjustments necessary to retroactively re-price TN Porting Events under Exhibit E from the Amendment Effective Date through the date of the Ineffectiveness Determination, or other amounts or credits, to any party hereunder), shall be invoiced by Contractor at the earliest practical billing cycle in accordance with the Master Agreement and shall be due and payable in accordance with the applicable invoice therewith or shall be credited or applied for the benefit of the Customer or any Allocated Payor in accordance with the Master Agreement.

- 13.3 This Amendment may be executed in two or more counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.
- 13.4 If at any time hereafter a Customer, other than a Customer that is a party hereto desires to become a party hereto, such Customer may become a party hereto by executing a joinder agreeing to be bound by the terms and conditions of this Amendment, as modified from time to time.
- 13.5 This Amendment is the joint work product of representatives of Customer and Contractor; accordingly, in the event of ambiguities, no inferences will be drawn against either party, including the party that drafted the Agreement in its final form.
- 13.6 This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof and supercedes any prior or contemporaneous agreement, discussions, negotiations or representations between the Parties, whether written or oral, with respect thereto. The modifications, amendments and price concessions made herein were negotiated together and collectively, and each is made in consideration of all of the other terms herein. All such modifications, amendments and price concessions are interrelated and are dependent on each other. No separate, additional or different consideration is contemplated with respect to the modifications, amendments and price concessions herein.

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SOW: No
 Yes

IN WITNESS WHEREOF, the undersigned have executed this Amendment:

CONTRACTOR: NeuStar, Inc.

By: /s/ Joseph F. Franlin
Its: Sr. VP Customer Relations
Date: September 21, 2006

CUSTOMER: North American Portability Management LLC, as successor in interest to and on behalf of the Northeast Carrier Acquisition Company, LLC

By: /s/ Melvin Clay
Its: Co-Chair NAPM LLC
Date: September 21, 2006

By: /s/ Timothy Decker
Its: Co-Chair NAPM LLC
Date: September 21, 2006

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SOW: No
 Yes

ATTACHMENT A
UNDER
AMENDMENT NO. 57
Amended and Restated Exhibit E

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SOW: No
 Yes

EXHIBIT E — PRICING SCHEDULES

The following schedules set forth the prices at which Contractor will be compensated for rendering the Services under the Agreement. A general description of these charges and the methods of billing therefor are set forth in Section 6 of the Agreement. See Agreement for other applicable charges.

**Schedule 1
 Service Element Fees/Unit Pricing**

Category	Service Element	Unit	Price
1. Monthly Charges			
	Dial-up Port to NPAC network	per dial-up port	\$400.00
	Dedicated Port to NPAC network ¹	per dedicated line port (DS-0)	\$500.00
	Dedicated Port to NPAC network ²	per dedicated line port (DS-1)	\$4,000.00
	Dedicated Port to NPAC network per virtual POP	per dedicated line port (DS-0)	\$770.00
	Dedicated Port to NPAC network per virtual POP	per dedicated line port (DS-1)	\$6,150.00
2. Per User/Per Request Charges			
	Billable NPAC User Support Manual Request ³	For a contact initiated during Normal Business Hours	\$15.00 per Billable NPAC User Support Manual Request
	Billable NPAC User Support Manual Request ³	For a contact initiated outside of Normal Business Hours	- \$100 per hour, or fraction thereof, of actual cumulative contact outside of Normal Business Hours plus - \$15.00 per Billable NPAC User Support Manual Request, if the contact constitutes a Billable NPAC User Support Manual Request
	TN Porting Event ⁴	Subject to the requirements of the Agreement, the price per TN Porting Event in the Service Area will be determined by application of the following:	