



Participation

John Chomyak – Verizon (VPAC Chair)

Jeff Adrian – Sprint

Dave Garner – Qwest

Gina Jones – Verizon

Mark Lancaster – AT&T

Jason Lee – MCI

Karen Mulberry – MCI (LLC Co-Chair)

Susan Ortega – Nextel

Mark Pohlman – Frontier

Gary Sacra – Verizon (PE)

Dan Sciuillo – Counsel



Mission Statement

An advisory committee that will focus on the review and evaluation of all unsolicited vendor proposals related to NPAC, and formulate and present recommendations to the collective NAPM LLC membership with regard to those proposals.



Assumptions

Assessment factors are based on a high-level overview.

Current proposals lack sufficient detail to allow a quantitative comparison. Information is limited.

Only a cursory vendor comparison is possible without defined requirements (i.e. "level playing field").

Evaluation criteria are subject to change as the process evolves. The outcome of the evaluation will aid in determining if further action is warranted by the LLC. Any threshold has yet to be established.

Any recommendation must consider the needs of both current and potential NPAC users, in addition to the Industry's ability to support any suggested changes to NPAC architecture.

Each VPAC attendee company will be afforded a "vote" in the ratings.

Evaluation Template



Evaluating Company Name: _____

Vendor 1 Name: _____

Comments: _____

Presentation Elements:

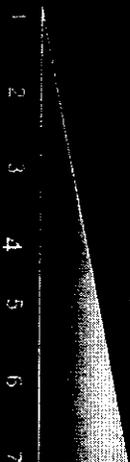
Less Current NPAC Svc. More

Numeric Ratings:

Comments:

NEUTRALITY

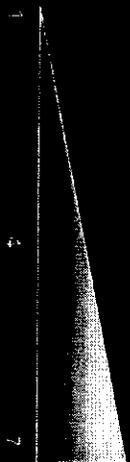
Existing Service Bureau?
Non-NPAC LOBs?



Vendor 1
Neutrality Rating

COST

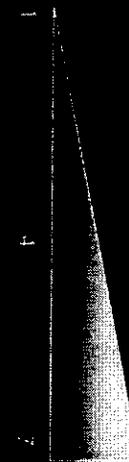
Administration
Transition/Integration



Vendor 1
Cost Rating

TECHNOLOGY

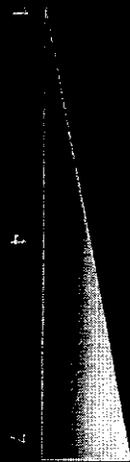
Scalable
Through-put speed



Vendor 1
Tech Rating

FUNCTIONALITY

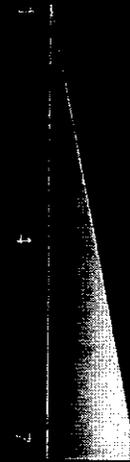
Features
Enhancements (VoIP?)



Vendor 1
Funct. Rating

RELIABILITY

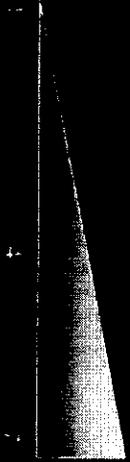
Performance
Service level



Vendor 1
Reliability Rating

OTHER

Specify:



Vendor 1
Other Rating

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Evaluation Template



Evaluating Company Name: _____

Vendor 2 Name: _____

Presentation Elements:

Less Current NPAC Svc. More

Numeric Ratings

Comments

NEUTRALITY

Existing Service Bureau?
Non-NPAC LOBs?



Vendor 2
Neutrality Rating

COST

Administration
Transition/Integration



Vendor 2
Cost Rating

TECHNOLOGY

Scalable
Through-put speed



Vendor 2
Tech. Rating

FUNCTIONALITY

Features
Enhancements (VoIP?)



Vendor 2
Funct. Rating

RELIABILITY

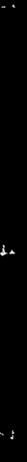
Performance
Service level



Vendor 2
Reliability Rating

OTHER

Specify:



Vendor 2
Other Rating

CONFIDENTIAL



Vendor Proposal Advisory Committee Consensus Points

All unsolicited vendor inquiries or requests to make presentations must be communicated to and through co-chairs. This will be the single point of contact.

All initial presentations by vendors shall be to the full Membership at open portion of regular Members meetings.

Following presentations, follow-up and investigation of the unsolicited vendor inquiry will then be referred to the Vendor Proposal Advisory Committee (VPAC).

The VPAC will then formulate recommendations for presentation and action or approval by the Members. The VPAC shall have no power or authority to solicit proposals or requests for information or proposals or to commence negotiations or any contractual discussions with any vendors or prospective vendors.

All communications to vendors subsequent to initial presentations (unless otherwise expressly authorized by the Members) will be from the co-chairs.

The FCC and the NANC will be advised of the formation of this advisory committee and its functioning at the May 2005 NANC meeting.



D

Exhibit D

-----Original Message-----

From: Mazzone, Thomas W. II [mailto:tmazzone@telcordia.com]

Sent: Tuesday, February 08, 2005 6:05 AM

To: 'karen.mulberry@mci.com'

Subject: How to submit an NPAC bid

Dear Karen,

Telcordia Technologies has received word that the NAPM LLC is receiving bids for performing the NPAC work center and related systems functions now being performed by NeuStar as we briefly discussed at the November LLC board meeting. Telcordia would like to submit an official bid and have its offer considered along with others. Please let me know what the procedure is to properly submit a bid and related information such as how Telcordia can get on a mailing list for distribution of bid related information, what the time schedule is, how the LLC will make its decisions, systems and work center requirements, selection criteria, etc.

Telcordia has had many years of experience both in the services and systems areas with satisfied customers worldwide and we believe we can meet the needs of the LLC and industry at large in the most efficient and cost effective manner.

We look forward to hearing from you.

Best Regards,

Tom Mazzone
Executive Director
Global Numbering and Routing Solutions
732.699.6600

Exhibit E

-----Original Message-----

From: Suzanne.Howard@cox.com [mailto:Suzanne.Howard@cox.com]

Sent: Thursday, February 24, 2005 4:48 PM

To: tmazzone@telcordia.com

Cc: karen.mulberry@mci.com

Subject: RE: Telcordia

Importance: High

Tom,

The NAPM would like to invite Telcordia to present any proposal during the open portion of the March meeting in Washington, DC. We have scheduled Telcordia for a one-hour session on March 16, 2005, to begin approximately 10:30 a.m.. The meeting will take place at AT&T offices, which is the same location when you last met with the NAPM. If you need more specific address information, please let me know.

Hopefully, you are available on March 16. If not, please let me know as soon as possible. Karen and I will be your points of contact for the NAPM. Also, we would ask that prior to March 16, you send to us any presentation materials which you would like for NAPM to consider. Karen and I will make sure those are distributed to members.

Suzanne Howard

Co-Chair

North American Portability Management LLC

Exhibit F



Thomas W. Mazzone
Vice President - Industry Relations

Telcordia Technologies, Inc.
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RRC4D664
Piscataway, New Jersey 08854

T +1 732.699.6600
F +1 732.336.2336
tmazzone@telcordia.com

7 February 2007

Thomas Koutsky
Chairman North American Numbering Council
Via e-mail

Dear Chairman Koutsky:

In light of the NANC's oversight role of the NPAC LLC, ordered by the FCC in FCC-97-289 which states that the Commission adopts "the NANC's recommendation that it provide ongoing general oversight of number portability administration, including oversight of the individual LLCs, subject to Commission review."¹ Telcordia requests that time be set aside during the LLC portion of the upcoming NANC meeting to discuss the reasonableness, fairness, and lawfulness of new terms and conditions in the extension provision of the new NPAC contract. Although Telcordia is a User of the NPAC and has executed User Agreements in each NPAC region, we never received notification of these amendments from NeuStar, as the NPAC vendor, even though these amendment(s) clearly constitute a material change to the User Agreements and the Master Agreements, which are incorporated by reference.

Specifically, the extension clause of the NPAC contract now provides in part that increased pricing will be triggered by the "Customer, or any of the Subscribing Customers . . . 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 . . . advocating, endorsing, adopting, or approving the development, implementation or use of an alternate TN-level routing administration capability; or accepting or approving a proposal or offer, whether solicited or unsolicited, to provide NPAC/SMS-type services in any United States Service Area² These terms and conditions appear anti-competitive on their face. This procurement language prohibits Subscribing Customers, who were not consulted, and others, from even advocating alternative solutions, such as a TN level routing database solution where such a solution could be interpreted to be an ENUM or other next generation TN level routing solution. Moreover, this language seems to contradict what the industry was told by the former LLC Chair when, at the May 17, 2005 NANC meeting when according to the minutes Mr. Don Gray of NARUC asked Ms. Karen Mulberry (then co-chair of the NAPM LLC now a NeuStar employee)

¹ In the Matter of Telephone Number Portability, CC Docket No. 95-116 SECOND REPORT AND ORDER FCC 97-289, Adopted: August 14, 1997, Released: August 18, 1997 ¶114.

² AMENDMENT TO CONTRACTOR SERVICES AGREEMENT FOR NUMBER PORTABILITY ADMINISTRATION CENTER / SERVICE MANAGEMENT SYSTEM EXTENSION AND MODIFICATION pp. 6-7 as posted on Securities and Exchange Commission website at <http://www.sec.gov/Archives/edgar/data/1265888/000095013306004150/w25369exv99w1.htm>

“to confirm that when a new contract period is about to begin, the NAPM LLC will put forth an RFP and go through a competitive process and that at the current time . . . Ms. Mulberry agreed.³” Unless this amendment is changed, there will be a deterrent to competition in the number portability administration until at least 2015 and the entire industry will potentially be pushed into a numbering solution using legacy technology for next generation and ENUM based routing instead of a competitive ENUM marketplace solutions.

Telcordia requests that the topic be added to the NAPM LLC agenda item and that the NANC either re-constitute the Legal Experts WG or constitute an IMG for a full and detailed review of the Terms and Conditions and to recommend that the FCC overrule the NAPC contract extension and the new terms and conditions or in the alternative, minimally overruling those terms and conditions which are beyond the scope of the NPAC and anti-competitive in nature.

If you have any questions about this issue or would like to discuss it further, please don't hesitate to contact me.

Very truly yours,



Thomas W. Mazzone
Vice President – Industry Relations
InfoSphere Information Services

**Att. AMENDMENT TO CONTRACTOR SERVICES AGREEMENT FOR NUMBER PORTABILITY
ADMINISTRATION CENTER / SERVICE MANAGEMENT SYSTEM
EXTENSION AND MODIFICATION as posted at SEC Website.**

3 North American Numbering Council Meeting Minutes, May 17, 2005 (Final) p. 6, as posted at FCC Website http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-260511A1.doc



G

Exhibit G



Berenbaum, Weinshienk & Eason, P.C. Attorneys at Law

370 Seventeenth Street
Republic Plaza - Suite 4800
Denver - Colorado 80202-5698
Telephone: 303/825-0800
Facsimile: 303/629-7610

Dan A. Sciallo
Direct Dial 303/592-8354
E-Mail: dsciallo@bw-legal.com

April 11, 2007

Thomas Koutsky
Chairman
North American Numbering Council

Dear Chairman Koutsky:

The Reason for this Letter from NAPM LLC Counsel.

This letter is provided to you as the NANC Chair to respond to accusations included in a letter from Telcordia Technologies, Inc. ("Telcordia"), dated February 7, 2007 (the "Telcordia Letter"), and to provide assurances to you that all of those accusations are without merit. This letter is also intended as the promised follow-up letter to the earlier letter, dated February 12, 2007, to you from the Co-Chairs of the North American Portability Management LLC (the "NAPM LLC").

As the Co-Chairs advised you in their letter, the amendments to the Master Agreements reflected in Amendment No. 57 were approved by the NAPM LLC because they provided immediate and future price reductions per transaction, while preserving both rigorous service level requirements and contractual flexibility to accommodate current and future market, technological and financial evolution. Amendment No. 57 is not anti-competitive, nor does it doom the NPAC/SMS to legacy technology or stunt its evolution. Instead, it delivers immediate and material current and future cost savings to end users, without sacrificing or diminishing the following two most effective provisions in the Master Agreements that ensure contractual flexibility to accommodate current and future market, technological and financial changes: (a) preservation of the legal and operational separateness of the seven separate contracts for the seven United States Service Areas, so that potential competition is preserved across Service Areas; and (b) preservation of the non-exclusivity of the contractual relationship with the current contractor without any required transaction minimums, so that experimentation and the ability potentially to migrate to other vendors or technologies, if desired, is preserved.

This letter is intended to provide to you a summary of the reasons for those conclusions by the NAPM LLC and to demonstrate that the NAPM LLC paid careful attention to ensure, as it always does, non-discriminatory access to the NPAC services and the continued neutrality of the NPAC contractor, as required by both the Master Agreements and the applicable FCC (and NANC) procedures and requirements, and also carefully and diligently followed all of its processes under its operating agreement and FCC rulings. As the long-standing outside legal counsel for the NAPM LLC, I have been asked to prepare and to send this letter, because the Telcordia Letter principally (and erroneously) raises issues and questions regarding Amendment No. 57 based upon Telcordia's interpretation of legal and contractual matters. The Co-Chairs

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have submitted a separate outline of a summary response as part of their report to the NANC and will be present at the upcoming NANC meeting to respond to questions on this matter.

Telcordia's Request for NANC Intervention to Rescind Amendment No. 57 is Without Merit

Telcordia requests extraordinary action by the NANC to rescind Amendment No. 57 or to delete various provisions of Amendment No. 57, based upon Telcordia's meritless accusations. In the Telcordia Letter, Telcordia requests the following action by the NANC:

"Telcordia requests that the topic be added to the NAPM LLC agenda [sic, Telcordia means the NANC agenda] and that the NANC either reconstitute the Legal Experts WG or constitute an IMG for a full and detailed review of the Terms and Conditions and to recommend that the FCC overrule the NAPC [sic] contract extension and the new terms and conditions or in the alternative, minimally overrule those terms and conditions which are beyond the scope of the NPAC and anti-competitive in nature."

There is no basis for such extraordinary action by the NANC. Granting Telcordia's request would be contrary to both the mandate of the FCC and the longstanding practices of the NAPM LLC and the NANC itself.

- A. The NAPM LLC is expressly authorized to manage and to supervise the NPAC/SMS administrator, including modifications to the NPAC/SMS over time and including negotiation and modification of the contractual arrangement with the administrator.

Although the NAPM LLC recognizes the authority and vital role of the NANC with respect to local number portability and the administration of the NPAC/SMS and its contractors¹, and the ultimate authority of the FCC, the Second Report and Order² also expressly designates limited liability companies ("LLCs") in each of the seven United States Service Areas to oversee and to manage the NPAC/SMS contractors (referred to as administrators) and to serve as the contracting entity in each of these Service Areas with the respective administrators. By the Second Report and Order, the FCC mandated the use of these LLCs instead of direct governmental contracting and administration.

1. See, for example, Second Report and Order, FCC 97-289, Paragraphs 128-131.

2. See, for example, Second Report and Order, FCC 97-289, Paragraphs 115-117.

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In the Second Report and Order, the FCC explained the rationale for utilizing these LLCs as follows, especially in light of the likelihood that the NPAC/SMS will need to evolve and to be modified over time:

“116. We agree with the NANC that there will likely be a need to modify some requirements to permit database system enhancements and other modifications as local number portability is deployed throughout each region. Without a single entity to oversee such modifications in each region, local number portability administrators would likely be faced with varied, if not conflicting, proposals from the carriers utilizing the database regarding how the modifications should be implemented. The need for the local number portability administrator to reconcile such varied proposals, in turn, could potentially delay the administrator from making necessary modifications.

117. We conclude that the LLCs are the entities that are best able to provide immediate oversight of the local number portability administrators at this time. Because the LLCs are responsible for negotiating the master contracts with their respective local number portability administrators, each LLC is the entity with the greatest expertise regarding the structure and operation of the database for its region. Therefore, with respect to each region, using an entity other than the LLC to provide immediate oversight of the local number portability administrator would waste the LLC’s valuable expertise and run the risk that necessary modifications to the database system may be delayed.”

The NAPM LLC believes that those statements are as true today as they were when promulgated by the FCC. Since the seven separate Master Agreements were executed beginning in 1997, the seven LLCs (and now their successor, the NAPM LLC³) have managed and supervised the NPAC/SMS contractor, have considered and approved modifications and enhancements to the NPAC/SMS to respond to industry, technological and financial changes and evolution, and have updated, modified and extended the Master Agreements to reflect those modifications and enhancements. Such modifications have included (1) approval of an assignment of the Master Agreements in November 1999 to NeuStar, Inc., after formation of NeuStar to succeed to the interest of Lockheed Martin IMS after Lockheed Martin IMS no longer qualified as a Neutral Third Party by reason of the acquisition of a telecommunications service provider by Lockheed Martin, (2) a substantial modification and improvement of service

3. On November 1, 1999, the NAPM LLC was formed upon the merger or consolidation of the seven separate regional LLCs, and after such combination, the NAPM LLC has operated as the sole limited liability company, by operation of law, in the seven separate Service Areas as the successor-in-interest to each of the seven original regional LLCs. Nonetheless, despite the consolidation of the seven LLCs into the NAPM LLC, the seven separate Master Agreements have been maintained and preserved as distinct and separate contractual relationships.

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level requirements ("SLRs") monitoring, price reductions and extension of the initial term by reason of SOW25, (3) clarification of utilization of the database to implement FCC-mandated pooling requirements and the settlement of disputes regarding the pricing for such utilization and (4) several contractual improvements and associated pricing reductions, including SOW43 and other SOWs to fine-tune the contractual, service level monitoring and pricing structure of the Master Agreements to accommodate developments in the telecommunications industry since 1997.

These modifications were evaluated and accomplished without pre-approval by either the NANC or the FCC (but by consulting with them and advising them of such modifications). They were also evaluated and accomplished in accordance with the Second Report and Order, utilizing the input and recommendations of subject matter expert groups, such as the LNP-WG, on technological issues, and following the procedures and requirements of the NAPM LLC itself. That same process was adhered to with respect to Amendment No. 57. Nothing in this industry is static (nor should it be), and the Second Report and Order recognized this and the need to empower the LLCs to modify and to enhance the NPAC/SMS, and, accordingly, to modify and to amend the respective contractual relationships and agreements with the NPAC/SMS contractor. Accordingly, there is no basis to rescind or to reconsider Amendment No. 57.

B. The Specific Reasons Offered by Telcordia to Rescind Amendment No.57 are Baseless.

In the Telcordia Letter, Telcordia asserts that Amendment No. 57 is anti-competitive, and, therefore, is detrimental to number portability. However, Telcordia's assertions are completely without merit, and, in fact, those assertions reflect a misreading and misunderstanding of both the Master Agreements and Amendment No. 57. Accordingly, Telcordia's assertions simply provide no basis or justification to rescind or to alter Amendment No. 57. Amendment No. 57 does not alter potential competition in any of the seven Service Areas, it does not impede or restrict flexibility to consider and to adopt evolving or proven improved technologies, and it was not unfairly or clandestinely adopted.

1. Telcordia is a "User" and not a "Customer" or a "Subscribing Customer"

The Telcordia Letter reflects a fundamental misunderstanding by Telcordia of the legal and contractual relationships between the NAPM LLC, the contractor and Users that is reflected in the Master Agreements and the User Agreements and that was mandated by the FCC in the Second Report and Order. That fundamental misunderstanding by Telcordia, apparently, is the source of Telcordia's misinterpretation of Amendment No. 57 and Telcordia's barely veiled

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accusations that Amendment No. 57 was unfairly and clandestinely negotiated and adopted without input from or consultation with Telcordia.

- a. The User Agreements expressly are subject to amendments to the Master Agreement, without any approval or consultation rights in Users.

Telcordia asserts that as a User of the NPAC/SMS it never received notification regarding Amendment No. 57. That is false; Telcordia received the same notification that all other Users received. But if Telcordia believes that as a User it had the right to approve or to veto amendments negotiated by the NAPM LLC, it is wrong.

Telcordia, as a User, received notification of Amendment No. 57 in the same manner as all other Users. To have provided some kind of notification to Telcordia different than other Users, simply because Telcordia is a potential or prospective vendor or contractor, would have been improper. No such special notification was given to Telcordia or to any other User.

The NAPM LLC, and not individual Users such as Telcordia, is expressly empowered by the FCC under the Second Report and Order to administer contracts with third party vendors and to supervise those vendors in connection the provision of telephone number portability and pooling services in all the United States service areas. The Second Report and Order mandates that all User Agreements must be uniform and contain uniform terms and provisions. In addition, all User Agreements must be made, and are made, subject to the Master Agreements. Accordingly, the User Agreement under which Telcordia was granted access to the NPAC/SMS clearly states, and Telcordia clearly knows, that the terms and conditions of the User Agreement are expressly made subject to changes in the Master Agreements between the administrator and the NAPM LLC, and no rights of consultation or consent are afforded to any Users, including Telcordia.

Article 2 and Article 16 of the User Agreement make absolutely clear (1) that the Master Agreement governs all User Agreements, (2) that the Master Agreement can be amended, and thereby can modify and alter the User Agreement, and (3) that the NAPM LLC (that is, the "Customer" under the Master Agreements) can negotiate and agree to those amendments, with no liability to Users. The User is given no rights of consultation or approval with respect to those amendments.

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Article 2 of the User Agreement states the following:

“ARTICLE 2 - MASTER CONTRACT TO GOVERN

2.1 Incorporation of Master Contract

The Parties acknowledge and agree that this Agreement [the User Agreement] will be subject to all of the terms and conditions of the Master Contract. This Agreement shall be interpreted subject to, and in a manner consistent with, the Master Contract. If any term or condition of this Agreement is in conflict with a term or condition of the Master Contract, the term or condition of the Master Contract shall govern (and the inconsistent term or condition in this Agreement shall be of no force or effect).

2.2 Amendments to the Master Contract

User acknowledges that (i) the Master Contract may be amended from time to time and (ii) that any such amendments may be material to User and may include amendments to, among other things, the rates and charges for the Services. User hereby agrees to be bound by any such amendments to the Master Contract that affect this Agreement (including, without limitation, any changes to the above-referenced rates and charges), and to execute any amendments necessary to this Agreement in order to cause it to conform to the Master Contract, as amended. Contractor shall make a reasonable effort to keep User advised of any impending changes to the Master Contract, and shall furnish User with any amendments to the Master Contract.”

In addition, in all capital letters, Article 16 of the User Agreement states the following:

“ARTICLE 16 - NO CUSTOMER LIABILITY

USER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS ENTITLED, IN ITS SOLE AND COMPLETE DISCRETION, TO EXERCISE OVERSIGHT OF CONTRACTOR’S COMPLIANCE WITH THE MASTER CONTRACT, TO NEGOTIATE AMENDMENTS TO THE MASTER CONTRACT AND TO TERMINATE THE MASTER CONTRACT IN ACCORDANCE WITH ITS TERMS. NOTWITHSTANDING THE FOREGOING, IN EACH INSTANCE, USER AGREES THAT, EXCEPT AS PROVIDED IN SECTIONS 13.2(a) AND 13.2(b) HEREOF, IT HAS NO CAUSE OF ACTION OF ANY TYPE OR CHARACTER AGAINST CUSTOMER AND THAT IT SHALL MAKE NO CLAIM, UNDER ANY THEORY OF LIABILITY INCLUDING WITHOUT

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LIMITATION, ANY CONTRACT CLAIM, CLAIM FOR ANY CAUSE WHATSOEVER INCLUDING WITHOUT LIMITATION, INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS OR ANY RELATED CAUSE OF ACTION AGAINST CUSTOMER FOR ITS ADMINISTRATION, NEGOTIATION OF ANY STATEMENT OF WORK, RENEGOTIATION OR TERMINATION OF THE MASTER CONTRACT.”

These provisions of the User Agreement should have made clear to Telcordia that Telcordia, as an NPAC/SMS User, had no contractual right, nor did any other User have any contractual right to consent to or otherwise veto any administration or amendment to the Master Agreements. Telcordia’s User Agreement is, as it must be, identical to all other User Agreements for all other Users. The LLC process, authorized and mandated in the Second Report and Order, requires the NAPM LLC to act as the exclusive contracting entity; any influence of Users, including Users such as Telcordia who are also potential vendors, outside of the LLC process would have been improper. If Telcordia is asserting that this is unfair or improper, then Telcordia is challenging the very structure mandated in the Second Report and Order.

- b. The So-Called Extension Clause of Amendment No. 57 is Not Affected by the Conduct of Users, as Telcordia Asserts.

In the Telcordia Letter, Telcordia states that the “extension clause” of Amendment No. 57 “prohibits Subscribing Customers, who were never consulted, and others, from even advocating alternative solutions...” (Emphasis added). This is absolutely incorrect. Telcordia completely misreads Amendment No. 57 and misunderstands the entire Master Agreements.

Telcordia makes reference to the “extension clause” of Amendment No. 57. Although Telcordia does not expressly identify what clause it is referring to, it is presumed that Telcordia is referring to Section 8.3 of Amendment No. 57. Section 8.3 sets forth a process whereby the price per TN Porting Event is increased upon the occurrence of a “Customer Modification Event.” Section 8.3 states the following, in part:

“[U]pon 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”)