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April 3, 2013

Ms. Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Docket No. 13-00059

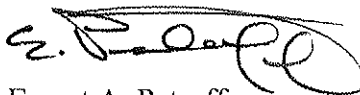
***RE: Network Interconnection Agreement
Highland Telephone Cooperative, Inc.
Verizon Wireless/***

Dear Ms. Dillon:

Enclosed please find the original and four copies of a new executed Network Interconnection Agreement entered into by my client, Highland Telephone Cooperative, Inc., and Verizon Wireless for placement on the TRA Consent Docket for approval. I have also this date e-mailed a copy of this letter to you and attached a scanned copy of the enclosed Network Interconnection Agreement submitted for approval. I have enclosed with the mailing a check for Fifty Dollars (\$50.00) as the required filing fee for this submission.

If possible, we would like to expedite this approval of this Agreement. We appreciate as always the assistance provided by your office, and if you require any additional information or materials, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "E. Petroff", with a stylized flourish at the end.

Ernest A. Petroff

Enclosure

cc: Mark Patterson
Dave Crawford

TRAFFIC EXCHANGE AGREEMENT
BY AND BETWEEN
HIGHLAND TELEPHONE COOPERATIVE, INC.
AND
VERIZON WIRELESS

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I. ARTICLE I

1. INTRODUCTION

This traffic exchange and compensation agreement ("Agreement") is effective as of the 1st day of July, 2012 (the "Effective Date"), by and between Highland Telephone Cooperative, Inc. ("Highland"), with offices at 7840 Morgan County Highway, Sunbright, TN 37872, and the Verizon Wireless entities listed on the signature page of this Agreement, individually and collectively doing business as Verizon Wireless ("VZW"), with an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920.

2. RECITALS

WHEREAS, Highland is an Rural Incumbent Local Exchange Carrier and a Rate of Return Carrier which provides Local Exchange Services in the State of Tennessee; and

WHEREAS, VZW is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the State of Tennessee; and

WHEREAS, Highland's entry into this Agreement does not waive its right to maintain that it is a rural telephone company exempt from § 251(c) under 47 U.S.C. 251 (f)(1) of the Communications Act of 1934, as amended; and

WHEREAS, Highland and VZW respectively terminate traffic that is originated on the other's network and wish to establish traffic exchange and compensation arrangements for exchanging traffic as specified below.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Highland and VZW hereby agree as follows:

II. ARTICLE II

1. DEFINITIONS

Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the rules and regulations of the FCC or Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).
- 1.3 "Central Office Switch" means a switch used to provide Telecommunications services, including, but not limited to:
 - (a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
 - (b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a Remote End Office Switch.
 - (c) "Host Office Switch" is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host Office Switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
 - (d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. A Tandem Office Switch can provide host office or end office switching functions as well as the tandem functions. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.4 "Commercial Mobile Radio Services" or "CMRS" has the same meaning as defined in 47 C.F.R. § 20.3.
- 1.5 "Commission" means the Tennessee Regulatory Authority.
- 1.6 "Extended Area Service" or "EAS" is as set forth in Appendix B.
- 1.7 "Effective Date" means the date first above written.
- 1.8 "FCC" means the Federal Communications Commission.

- 1.9 "Interconnection" for purposes of this Agreement is the indirect or direct linking of Highland and VZW networks for the exchange of Local Telecommunications Traffic described in this Agreement.
- 1.10 "InterMTA Traffic" is Telecommunications traffic, which, at the beginning of the call, originates in one MTA and terminates in another MTA.
- 1.11 "Local Service Area" means, for VZW, Major Trading Area Number 44 (Knoxville) and for Highland, the area identified in Appendix B.
- 1.12 "Local Telecommunications Traffic" is defined for all reciprocal compensation purposes under this Agreement, as Non-Access Telecommunications traffic that is originated by a retail customer of a Party on that Party's network, and terminated to a retail customer of the other Party on the other Party's network within the same MTA. For purposes of determining originating and terminating points, the originating or terminating point for Highland shall be the end office serving the calling or called party, and for VZW shall be the cell site location which services the calling or called party at the beginning of the call. Nothing in this Agreement or this definition is intended to negate the right of Highland to be paid access for traffic which it originates or terminates that is carried by an interexchange carrier.
- 1.13 "Local Exchange Carrier" or "LEC" has the same meaning as defined in 47 U.S.C. § 153(26).
- 1.14 "Major Trading Area" or "MTA" means the Major Trading Areas as designated by the FCC in 47 C.F.R. § 24.202(a).
- 1.15 "Mobile Switching Center" or "MSC" is a switching facility that is an essential element of the VZW network which performs the switching for the routing of calls between and among VZW subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
- 1.16 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence within the North American Numbering Plan (*i.e.*, NPA/NXX-XXXX).
- 1.17 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

- 1.18 "Party" means either Highland or VZW, and "Parties" means Highland and VZW.
- 1.19 "Point of Interconnection" or "POI" means the technically feasible point(s) of Interconnection between the Parties' respective networks where an originating Party's traffic is deemed to be handed off to the terminating Party's network for the purpose of applying Reciprocal Compensation charges.
- 1.20 "Rate Center" means a geographic area that is associated with one or more NPA-NXX codes that have been assigned to a Telecommunications Carrier for its provision of Telecommunications services.
- 1.21 "Reciprocal Compensation" means an arrangement between two carriers in which each receives compensation rate from the other carrier for the Transport and Termination on each carrier's network of Local Telecommunications Traffic that originates on the network facilities of the other carrier. For the purposes of this Agreement, such compensation, regardless of the Party that receives it, is symmetrical.
- 1.22 "Rural Incumbent Local Exchange Carrier" has the same meaning as defined in 47 C.F.R. § 54.5
- 1.23 "Rate of Return Carrier" – has the same meaning as defined in 47 C.F.R. § 54.5
- 1.24 "Telecommunications" has the same meaning as defined in 47 U.S.C. § 153(43).
- 1.25 "Telecommunications Carrier" has the same meaning as defined in 47 U.S.C. § 153(44).
- 1.26 "Telecommunications services" has the same meaning as defined in 47 U.S.C. § 153(46).
- 1.27 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party's premises or mobile handset.
- 1.28 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

- 3.1 This Agreement is intended, *inter alia*, to describe and enable Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of VZW and the ILEC network of Highland for purposes of exchanging traffic, provided that the service provided by VZW to its customer is a two-way mobile service as defined in 47 U.S.C. § 153(27). This Agreement does not cover VZW one-way paging service traffic or fixed wireless. VZW does not currently provide fixed wireless services in Highland's Local Service Area. VZW agrees that it will provide Highland notice if it launches fixed wireless services in Highland's Local Service Area. Upon Highland's receipt of such notice, the Parties agree to negotiate an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic.
- 3.3 This Agreement relates to exchange of traffic originated on the Parties' respective networks. VZW represents that it is a CMRS provider of Telecommunications services to subscribers in MTA No. 44 (Knoxville). Additions or changes to VZW's NPA/NXXs will be as listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 6673. With respect to wireless-to-landline traffic, VZW shall not deliver traffic to Highland that originates on a non-Party carrier's network. In the event that traffic which does not originate with a customer who is served off of a VZW MSC, is routed by VZW over the interconnection facilities covered under this Agreement for any reason, VZW agrees that it will negotiate reasonable compensation (e.g., equivalent to applicable access charges) and amend the agreement to reflect the negotiated rate applicable to such traffic.

- 3.4 With respect to landline-to-wireless traffic, this Agreement is limited to Highland end user customers' traffic for which Highland has authority to carry. Highland's NPA/NXX(s) are listed in the LERG under OCN 0565. In the event that traffic which does not originate on Highland's network is routed by Highland over the interconnection facilities covered under this Agreement for any reason, Highland agrees that it will negotiate reasonable compensation (e.g., equivalent to Highland's applicable access charges) and amend the agreement to reflect the negotiated rate applicable to such traffic.
- 3.5 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4.0 SERVICE AGREEMENT

Description of Arrangements:

This Agreement provides for the following Interconnection and arrangements between the networks of Highland and VZW. Additional arrangements that may be mutually agreed to by the Parties in the future will be documented in a separate written amendment to this Agreement. An NPA/NXX assigned to VZW, as well as numbers ported-in by VZW customers, shall be treated for rating purposes as local and included in any local or EAS calling scope, or similar program, to the same extent as any Highland or other incumbent LEC's NPA/NXX in the same Rate Center provided that VZW assigns numbers from such NPA/NXX to, or ports-in numbers from, customers within the Local Service Area of Highland and VZW has network facilities, or has arrangements for the use of network facilities, within the Local Service Area of Highland to serve such customers.

- 4.1 Indirect Interconnection. Except as provided for in Section 4.2 below, the Parties shall exchange all Traffic indirectly. Pursuant to the USF/ICC Reform Order, since Highland is a Rate of Return Carrier, and so long as the Parties connect via an indirect transit interconnection, i.e. VZW has an interconnection point with a carrier other than Highland and this point is located outside of Highland's service area, Highland's transport and provisioning obligation stops at its meet point and VZW is responsible for the remaining transport.

Per the USF/ICC Reform Order, defined in Section 5.1 below, the above-described arrangement is noted to be an interim rule. If/when such interim rule is modified, the Parties agree to negotiate amended terms to reflect such rule modification.

- 4.2 Direct Interconnection. Either Party may request that the Parties establish one or more two-way trunk groups between Highland's Oneida, TN Host End Office Switch (ONEDTNXADS1) and VZW's switch(es) serving

Highland's Local Service Area, with the POI designated at a technically feasible meet point on Highland's network selected by VZW. Each Party shall be responsible for one hundred percent (100%) of all the transport facility costs both to (a) deliver traffic originating on its network to and (b) receive traffic originated on the other Party's network from, the meet point POI. In the event the Parties are unable to reach mutual agreement on the rates, terms, and conditions of future requests for direct interconnection arrangements, either Party may resort to the dispute resolution procedures set forth at § 17. Highland and VZW, for their respective interests, have agreed to a direct connection under the terms provided herein.

4.2.1 If or when established, both Parties will use best efforts to route Local Service Area calls to the other Party over the direct interconnection facilities except in the case of an emergency or temporary equipment failure. Should either Party determine that the other Party is routing its originated Local Service Area calls indirectly, the originating Party agrees to update its routing and translations tables to move such traffic to the direct interconnection facilities within five (5) business days.

4.2.2 Where direct interconnection has been established, each Party will perform local number portability ("LNP") database queries on its originated traffic prior to routing any of its originated traffic over the direct interconnection facilities, and will only route traffic over the direct interconnection facilities to the extent the local routing number ("LRN") returned from such queries belongs to the other Party.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation:

5.1.1 Reciprocal Compensation is applicable for Transport and Termination of Local Telecommunications Traffic and is related to the exchange of traffic described in § 4. For the purposes of billing Reciprocal Compensation for Local Telecommunications Traffic, billed minutes will be based upon actual conversation time, determined from usage recorded and/or records/reports provided by the transiting carrier. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Telecommunications Traffic shall be based on the aggregated measured usage less traffic recorded as local that is

deemed InterMTA Traffic based on the default factor provided in § 5.2.

The rate for Reciprocal Compensation for Local Telecommunications Traffic exchanged via Direct Interconnection shall be \$0.0100 per minute.

The rate for Reciprocal Compensation for Local Telecommunications Traffic exchanged via Indirect Interconnection shall be \$0.0115 per minute.

5.1.2 Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189) (the "USF/ICC Reform Order"), effective for traffic exchanged on and after July 1, 2012, bill-and-keep shall be the compensation methodology for Local Telecommunications Traffic exchanged between Highland and VZW. Under bill-and-keep, neither Party bills the other Party for Transport and Termination of Local Telecommunications Traffic, thus superseding the terms of 5.1.1, except as provided in section 5.1.3.

5.1.3 The Parties acknowledge that the Commission, pursuant to the ICC/ USF Reform Order, adopted bill-and-keep as the default compensation for Non-Access Telecommunications Traffic exchanged on and after July 1, 2012 between local exchange carriers and CMRS providers. Pursuant to the ICC/USF Reform Order, for Non-Access Telecommunications Traffic exchanged between the Parties on and after July 1, 2012, the Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act for the transport and termination of such traffic shall be \$0.00 per minute of use (bill-and-keep) so long as the ICC/USF Reform Order is effective and unstayed, or such other rate, if any, set by a subsequent effective and unstayed order, if any, of the FCC or a court of competent jurisdiction. In the event that the FCC or a court with jurisdiction over the matter determines that the use of bill and keep should be vacated or that the applicable starting date is some date after July 1, 2012, then this Agreement shall be modified to reflect such determination and the Parties will true up the rates retroactively to the extent required by such FCC order or decision by such court. If such subsequent regulatory, judicial or other governmental decision, order, determination or action states that it does not abrogate existing commercial

contracts or interconnection agreements or otherwise require an automatic "fresh look" at such agreements, such statement shall not, by itself, bar either Party from invoking this Section.

5.2 InterMTA Traffic:

The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as Local Telecommunications Traffic subject to Reciprocal Compensation, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic. Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Agreement, to a factor of 3% as an estimate of InterMTA Traffic sent by VZW (Highland will have no InterMTA traffic being sent by it) and that such traffic will be compensated at Highland's switched access rates as set forth in Appendix A (i.e. 50% intra-state and 50% inter-state.). Should either Party conduct a study – no more than once every 6 months that shows that more or less than 3% of the traffic VZW delivers to Highland over direct trunks or indirectly originates in a different MTA, the Parties agree to review the study and negotiate an updated factor accordingly, and VZW agrees to compensate Highland for the interMTA traffic at the switched access rates based on the updated factor. Disputes over the accuracy of a traffic study or the updated traffic factor shall be handled in accordance with the dispute resolution provisions of Section 17.

5.3 Calculation of Payments and Billing:

5.3.1 VZW will compensate Highland for Local Telecommunications Traffic and InterMTA Traffic delivered to Highland for termination to its customers, as prescribed in § 4 and at the rate provided in §§ 5.1 and 5.2. Highland will compensate VZW for Local Telecommunications Traffic originated by Highland customers on Highland's network and delivered to VZW, for termination to its customers, as prescribed in § 4 and at the rate provided in § 5.1.

5.3.2 Billing. Subject to the billing procedures set forth in Appendix A, each Party shall bill the other for calls which the billing Party terminates to its own customers and which were originated by the billed Party. Neither Party shall bill the other for traffic that is more than two (2) years old.

5.3.3 Highland will prepare its bill in accordance with its existing CABS / SECABS billing systems and VZW, where it has elected Mutual Billing pursuant to Appendix A, will prepare its bill in accordance with its existing process for billing Reciprocal Compensation. The Parties will make an effort to conform to current and future OBF

(CABS BOS) standards, insofar as is reasonable. In addition, the Parties will abide by all signaling standards as described in § 7.8.

5.3.4 Each party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

5.3.5 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

5.3.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a *bona fide* dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Tennessee applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than ninety (90) days past due, provided the Billing Party gives an additional thirty (30) days notice and opportunity to cure the default.

5.3.5.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Tennessee applicable law.

5.3.5.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

5.3.6 All invoices under this Agreement shall be sent to:

Verizon Wireless	Highland
Miss Howard Verizon Wireless 8921 Research Drive Charlotte, NC 28262 704-510-6129	Dave Crawford Highland Telephone Company, Inc. 7840 Morgan County Highway Sunbright, TN 37872 (423) 628-2750 Ext 280

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the party modifying its network.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with § 5, measuring and billing traffic from the other Party's network and subject to Section 4, for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for managing NXX codes assigned to it.
- 7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

- 7.5 Each Party agrees to adhere to the blocking requirements for interconnection (P.01) as provided in Telcordia documentation GR145 - Core Compatibility for Interconnection of a Wireless Services Provider and a Local Exchange Company Network.
- 7.6 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third-party provider of SS7 trunks for connecting VZW to the Highland SS7 systems is permitted. Such connections will meet generally accepted industry technical standards. Each Party is responsible for its own SS7 signaling and therefore, neither Party will bill the other SS7 signaling charges.
- 7.7 Each Party shall be responsible for its own independent connections to the 911/E911 network.
- 7.8 All originating traffic shall contain basic call information within the Initial Address Message (IAM) such as the calling number and will meet generally accepted industry technical standards. Altering of data parameters within the IAM shall not be permitted. If VZW alters the call detail or fails to provide the basic call information set forth in applicable industry standards, Highland shall be entitled to be paid the terminating access rate set forth in Highland's applicable switched access tariff. To the extent call detail is altered or omitted by Highland, VZW shall be entitled to charge a rate equivalent to the rate set forth in Highland's applicable switched access tariff.
- 7.9 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications services to retain, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.
- 7.10 The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and guidelines set forth by the North American Number Council ("NANC").