

Telecommunications Act 2001

Section 58: Application for Clarification of a Determination for Designated Multinetwork Services

PUBLIC VERSION ¹

Telecom New Zealand Limited, Vodafone New Zealand Limited, TelstraClear Limited, WorldxChange Limited, CallPlus Limited, M2 New Zealand Ltd, Woosh Wireless Limited and Symbio Networks Pty Ltd (together the Parties) apply under section 58 of the Telecommunications Act 2001 for clarification by the Commerce Commission of Determination No. 554 as clarified by Decision 579, Decision 600, Decision 605 and Decision 612 (**Number Portability Determination**) on the matters set out in this application.

This application is divided into two parts:

- A. Part A sets out the Application Details; and
- B. Part B and Appendix 1 sets out the clarifications of the Number Portability Determination agreed by the Parties;

¹ There is no Restricted Version of this application.

PART A: APPLICATION DETAILS

THE PERSON(S) GIVING NOTICE (the Parties)

1. CallPlus Limited

Graham Walmsley
General Manager Wholesale and Regulatory
PO Box 108-109
Symonds Street
Auckland 1150

grahamw@callplus.co.nz
p: +64 9 919 6028
f: +64 9 929 0197

2. M2 New Zealand Ltd

Vaughan Bowen
CEO
Level 10, IBM Tower
60 City Road
Southbank
Victoria
2006
Australia

vaughanb@m2.com.au
p: +61 3 9674 6540
f: +61 3 9674 6599

3. Symbio Networks Pty Limited

Rene Sugo
Director
Level 2, 10-12 Waterloo Street
Surry Hills, NSW, 2010
Australia

rene.sugo@symbionetworks.com
p: +61 2 9994 8590
f: +61 2 9994 8556

4. Telecom New Zealand Ltd

John Wesley-Smith
Head of Public Policy and Regulatory Affairs
PO Box 570
Wellington

john.wesley-smith@telecom.co.nz
p: +64 04 498 94350
f: +64 04 473 2615

5. TelstraClear Ltd

Chris Abbott
Manager of Industry and Regulatory Affairs
PO Box 1271
Centreport
Wellington

chris.abbott@team.telstraclear.co.nz
p: +64 4 920 3682
f: +64 4 920 3588

6. Vodafone New Zealand Ltd

David Stone
Head of Industry Affairs
Private Bag 92161
Auckland 1030

david.stone@vodafone.com
p: +64 9 21 937 879
f: +64 9 355 2006

7. Woosh Wireless Limited

Darin Hutcheson
Systems Development Manager
PO Box 9635
Newmarket
Auckland 1149

dhutcheson@woosh.com
p: + 21 487 555
f: +64 9 520 4667

8. WorldxChange Communication Limited

Paul Clarkin
Director, Operations & Carriers
PO Box 3296
Auckland 1140

pclarkin@wxc.co.nz
p: +64 9 308 1311
f: +64 9 308 1315

SERVICES

The Application relates to the services of local telephone number portability and cellular telephone number portability, covered by the Number Portability Determination.

CONFIDENTIALITY

No information in this Application is confidential. The Parties agree to this Application being made public in its entirety.

PART B: DETERMINATION SOUGHT

The Parties are pleased to advise the Commission that they have agreed a number of clarifications of the Number Portability Determination and would like to make an application under section 58 of the Telecommunications Act 2001. The parties request that the Commission amend the Number Portability Determination in the manner proposed in Appendix 1.

The Parties request that if the Commission agrees to amend the Number Portability Determination, new versions of the LMNP and Network Terms be issued and, to assist with version control, these new versions reference the previous versions and include the latest Clarification Decision Number and date on the front cover of the LMNP and Network Terms.

This Application is signed in counterparts.

Dated this 30 July 2009

Signed by

CallPlus Limited

.....

Name of signatory

M2 New Zealand Limited

.....

Name of signatory

Symbio Networks Pty
Limited

.....

Name of signatory

Telecom New Zealand
Limited

.....

.....

Name of signatory

TelstraClear Limited

.....

.....

Name of signatory

Vodafone New Zealand
Limited

.....

.....

Name of signatory

Woosh Wireless Limited

.....

.....

Name of signatory

WorldxChange
Communications
Limited

.....

.....

Name of signatory

Proposed Amendments to the LMNP and Network Terms

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change | |
|----------|------------------------|--|--|-------------------------|--|
| 1. | LMNP Terms 3.2 | A new section has been included for System Outages (as per below) that requires definitions for Planned Outage and Unplanned Outage to be included in the Definitions Section. | Currently no definitions exist in the LMNP Terms for Planned or Unplanned Outage | <u>Term</u> | <u>Definition</u> |
| | | | | <u>Planned Outage</u> | Has the meaning as described in <u>clause 6.6.1.</u> |
| | | | | <u>Unplanned Outage</u> | Means an outage in the Carrier's system that may affect LMNP that is not a Planned Outage. |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change |
|----------|---|---|---|--|
| 2. | (New Section under Carrier Responsibilities) LMNP Terms 6.6 | There is currently no process in place for System Outages. It is proposed a process for System Outages be included in the LMNP Terms which is consistent with the Network Outages process which is documented in the Network Terms. | No System Outage process is currently in place. | <p><u>6.6.1 Planned Outages</u></p> <p><u>Every effort must be made to ensure that Planned Outages that may affect LMNP do occur between 3am and 5am.</u></p> <p><u>In the event that a Carrier or Service Provider identifies they require an outage in their system(s) that may affect LMNP, that Carrier or Service Provider must advise all involved parties via phone call and email at least 5 Business Days before the outage occurs. If there is any change to the Planned Outage date or time the change must be advised to all parties via phone call and email as soon as possible.</u></p> <p><u>Carriers or Service Providers must provide details of all Planned Outages (including any change to those Planned Outages) to the TCF and the TCF must ensure those details are provided on the TCF website and updated when there is any change.</u></p> <p><u>6.6.2 Unplanned Outages</u></p> <p><u>In the event that a Carrier or Service Provider identifies that it is experiencing an Unplanned Outage, it must as soon as practicable:</u></p> <p><u>(a) notify all parties involved in LMNP via phone call and email. The back up method is fax notification to those parties; and</u></p> <p><u>(b) confirm receipt of notification from each party.</u></p> <p><u>The following information must be included in the notification:</u></p> <p><u>(a) Nature of problem;</u></p> <p><u>(b) Location of problem;</u></p> <p><u>(c) Impact of problem;</u></p> <p><u>(d) Estimated time of resolution; and</u></p> |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change |
|----------|------------------------|--------------------------|-----------------|---|
| | | | | <p><u> e) Next update time.</u></p> <p><u>The Carrier or Service Provider that had the System outage must give notice of the conclusion of the outage to all parties via phone call and email or fax (as a back up) as soon as practicable. To the extent that parties may have ceased processing Porting transactions during an Unplanned Outage, they must recommence processing those transactions as soon as practicable after the System fault has been rectified.</u></p> <p><u>Each Carrier and Service Provider must provide the TCF with contact details for appropriate personnel in relation to Planned Outages and Unplanned Outages and the TCF shall maintain a contact list for each of the parties on the TCF’s website.</u></p> <p><u>6.6.3 Escalation Procedures</u></p> <p><u>6.6.3.1 Procedure</u></p> <p><u>If a fault is specific to LMNP traffic and does not affect other traffic types and if Bilateral Agreements do not provide specific arrangements for escalation procedures in the context of System issues relating to LMNP, then parties shall use the following procedure:</u></p> <p><u> (a) In a LMNP environment, the Service Provider that owns the relationship with the Customer who originates the fault call is also responsible for coordination and escalation of the fault resolution process.</u></p> |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change |
|----------|------------------------|--------------------------|-----------------|--|
| | | | | <p><u>(b) The escalation procedure is to be used as a means of bringing unresolved issues to the attention of Carriers or Service Providers at all levels responsible for, or having authority to, expedite corrective action. To that end all LMNP participants must ensure that they nominate relevant contact points for the escalation of Porting issues.</u></p> <p><u>(c) In the case that any Porting activity is not resolved within the specified time frame or is resolved unsatisfactorily, any LMNP participant may escalate this matter to the next escalation point nominated by the other party. Unless otherwise specified, that escalation point will have the relevant amount of time to investigate, resolve and respond as specified for that point of escalation.</u></p> <p><u>(d) The escalation procedure is to be initiated when an issue that requires resolution has been reported to an LMNP participant for remedial or corrective action, and after a given period, either:</u></p> <ul style="list-style-type: none"> <u>- no response had been provided in relation to the issue raised; or</u> <u>- the issue raised has not been resolved; or</u> <u>- an unsatisfactory reason is given for the delay in remedial/corrective action to resolve the issue raised.</u> <p><u>(e) Prior to initiating the escalation procedure, the affected LMNP participant should conduct preliminary enquires within their own organisation in an attempt to resolve any issues raised. At this point, the relevant party should identify if the issue is the result of a known problem. Where it is identified that the problem is associated with an existing unresolved problem (and all other conditions have been met) then the affected LMNP participant can raise an escalation.</u></p> |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change |
|----------|------------------------|--------------------------|-----------------|--|
| | | | | <p>(f) <u>Once the above steps have been undertaken, the relevant party should initiate the escalation procedure as follows:</u></p> <ul style="list-style-type: none"> - <u>Advise the nominated escalation contact point.</u> - <u>If the issue cannot be resolved at the first level, advise that Carrier's or Service Provider's second level escalation of the affected parties for resolution.</u> <p><u>6.6.3.2 Contact Details for Faults Escalation Procedure</u></p> <p><u>At each level, the relevant escalation contact points must:</u></p> <ul style="list-style-type: none"> <u>(a) supply adequate facilities for contact and commit to maintenance of that contact and when necessary provide an alternate point of contact; and</u> <u>(b) acknowledge receipt of information provided by the other escalation contact point as soon as possible.</u> <p><u>Each Carrier and Service Provider must provide the TCF with contact details for appropriate personnel in relation to faults escalation. The TCF shall maintain a list of escalation contacts for each of the parties on the TCF's website.</u></p> |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change |
|----------|------------------------|---|---|--|
| 3. | LMNP Terms 7.4.11 | The change now allows the Commission to request an audit and under clause 7.4.11(b) the cost of the audit to be borne by the industry common costs. | <p>To take into account the right of the Commerce Commission to request an audit.</p> <p>To change the cost allocation for the costs incurred by the Enforcement Agency should the audit report state the IPMS Client has complied with the Service Levels.</p> | <p>7.4.11 If the audit report states that the Audit IPMS Client has complied with the Service Levels then:</p> <ul style="list-style-type: none"> (a) if the audit was undertaken due to a request from another Service Provider, Carrier and/or <u>Commerce Commission</u>, then the Audit Costs will be payable to the Enforcement Agency by that other Service Provider, Carrier and/or <u>the Commerce Commission</u> and, upon receipt of payment of that sum, the Enforcement Agency will reimburse the Audit IPMS Client its costs; or (b) if the audit was undertaken otherwise than due to a request of a Service Provider, Carrier or <u>Commerce Commission</u>, the Audit IPMS Client shall bear its own costs and the costs of the Enforcement Agency shall be reimbursed to it by the <u>TCF as part of the industry common system costs</u> party that initiated the audit; or <p>7.4.12 If the audit report states that the Audit IPMS Client has not complied with the Service Levels, then the Audit Costs will be payable by the Audit IPMS Client.</p> <p>7.4.13 For the purposes of sections 7.4.11 and 7.4.12, “Audit Costs” means the aggregate of:</p> <ul style="list-style-type: none"> (a) Enforcement Agency reasonable direct costs in respect of the audit (including auditing and legal fees); and (b) such costs of the Audit IPMS Client in respect of time involved in assisting the audit as are submitted by the Audit IPMS Client to the Enforcement Agency which the Enforcement Agency determines are fair and reasonable. |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change |
|----------|------------------------|---|---|--|
| 4. | Network Terms 14.5.1 | The change now allows the Commission to request an audit and under clause 7.4.11(b) the cost of the audit to be borne by the industry common costs. | <p>To take into account the right of the Commerce Commission to request an audit.</p> <p>To change the cost allocation for the costs incurred by the Enforcement Agency should the audit report state the IPMS Client has complied with the Service Levels.</p> | <p>If the audit report states that the Audit Carrier:</p> <p>(a) has complied with the Equivalent Service criteria set out in the Network Terms, then:</p> <p>(i) if the audit was undertaken due to a request from another Carrier <u>and/or Commerce Commission</u>, then the Audit Costs will be payable to the Enforcement Agency by that other Carrier <u>or Commerce Commission</u> and, upon receipt of payment of that sum, the Enforcement Agency will reimburse the Audit Carrier its-costs as set out below; <u>or</u></p> <p>(ii) if the audit was undertaken otherwise than due to a request of a Carrier <u>or Commerce Commission</u>, each of the Enforcement Agency and the Audit Carrier will bear its <u>their own costs and the costs of the Enforcement Agency shall be reimbursed to it by the TCF as part of the industry common system costs. party that initiated the audit;</u> or</p> <p>(b) has not complied with the Equivalent Service criteria set out in the Network Terms, then the Audit Costs will be payable by the Audit Carrier.</p> |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change | | | | | | | | | | | | | | | | | | |
|------------------------|---|---|--|---|-----------|-------------------------|----------------|--|--|-------------------|---------------------------|--------------------|------------------------|--|--|---|--|-------------|---|--|--|--|
| 5. | LMNP Terms clause 8.2.2 - Port Activation Process Timetable | <p>There has been confusion over the measurement of a half day block and the relationship between the timeframes contained in section 8.2.2 and the Service Levels in Table 2. Clarification is required to specify how many working hours a half day block includes and the split of these hours between the GSP and the LC.</p> <p>There are no measurements that are unique to Donor Carriers - they are either measured as a Gaining Carrier, Losing Carrier or 3rd Party Carrier. The Donor aspects were originally separately included when it was thought the Donor would have a special role to play which is no longer the case.</p> <p>The Service Level for 3rd Party and Donor Carrier updates has been amended to be consistent with the NP Operations Manual. This Service Level gives a more realistic measurement in terms of the customer's expectations. The hours of 3am and 5am are excluded as this is a maintenance window for some Carriers.</p> | <p>Clarification of timing for Activate Port for GSP and LC and the relationship between the timeframes contained in section 8.2.2 and the Service Levels in Table 2.</p> <p>The further clarification of the Port Activation Service Levels in Table 2 more accurately reflects what is actually being measured by the Enforcement Agent.</p> <p>Consistency with other NP documentation.</p> | <p>The table needs to be amended as follows:</p> <p>Port Activation Process Timing Table</p> <table border="1"> <thead> <tr> <th rowspan="2">Flowchart</th> <th rowspan="2">Port Activation Process</th> <th colspan="3">Response Times</th> </tr> <tr> <th>Simple Local Port</th> <th>Complex Local/Mobile Port</th> <th>Simple Mobile Port</th> </tr> </thead> <tbody> <tr> <td>PA 3 to PA7 (accepted)</td> <td><u>Activate Port</u> <u>Port Complete</u></td> <td><u>Within RFS window (half day block)</u> <u>Within 5 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 1 Working Hour for LC action)</u></td> <td><u>Within RFS window (half day block)</u> <u>Within 8 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 4 Working Hours for LC action)</u></td> <td><u>Within ten Working Minutes</u> <u>Within 40 Working Minutes of PA3 (Being 30 Working Minutes for GSP actions and 10 Working Minutes for LC action)</u></td> </tr> <tr> <td>PA9 to PA12</td> <td><u>Donor and Other Carriers (if Required)</u> <u>Updates Routing and confirms to IPMS Confirm Network Update</u></td> <td><u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u></td> <td><u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u></td> <td><u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u></td> </tr> </tbody> </table> <p><u>Note: Where the table in clause 8.2.2 refers to the GSP, it is acknowledged that the GSP actions include the GC actions.</u></p> | Flowchart | Port Activation Process | Response Times | | | Simple Local Port | Complex Local/Mobile Port | Simple Mobile Port | PA 3 to PA7 (accepted) | <u>Activate Port</u> <u>Port Complete</u> | <u>Within RFS window (half day block)</u> <u>Within 5 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 1 Working Hour for LC action)</u> | <u>Within RFS window (half day block)</u> <u>Within 8 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 4 Working Hours for LC action)</u> | <u>Within ten Working Minutes</u> <u>Within 40 Working Minutes of PA3 (Being 30 Working Minutes for GSP actions and 10 Working Minutes for LC action)</u> | PA9 to PA12 | <u>Donor and Other Carriers (if Required)</u> <u>Updates Routing and confirms to IPMS Confirm Network Update</u> | <u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u> | <u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u> | <u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u> |
| Flowchart | Port Activation Process | Response Times | | | | | | | | | | | | | | | | | | | | |
| | | Simple Local Port | Complex Local/Mobile Port | Simple Mobile Port | | | | | | | | | | | | | | | | | | |
| PA 3 to PA7 (accepted) | <u>Activate Port</u> <u>Port Complete</u> | <u>Within RFS window (half day block)</u> <u>Within 5 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 1 Working Hour for LC action)</u> | <u>Within RFS window (half day block)</u> <u>Within 8 Working Hours of PA3 (Being 4 Working Hours for GSP actions and 4 Working Hours for LC action)</u> | <u>Within ten Working Minutes</u> <u>Within 40 Working Minutes of PA3 (Being 30 Working Minutes for GSP actions and 10 Working Minutes for LC action)</u> | | | | | | | | | | | | | | | | | | |
| PA9 to PA12 | <u>Donor and Other Carriers (if Required)</u> <u>Updates Routing and confirms to IPMS Confirm Network Update</u> | <u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u> | <u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u> | <u>By 4am Next Day-</u> <u>Within 1 Working Hour of PA8 except between the hours of 3am and 5am</u> | | | | | | | | | | | | | | | | | | |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change | | | | | | | | | |
|--------------------------|--|--|---|--|-----------|--------------------------------------|---------------------|-----|--|--|--------------------------|--|--|
| 6. | LMNP Terms clause 8.4 2 - Ported Number Relinquishment Process Timetable | <p>The Service Level for 3rd Party and Donor Carrier updates is not consistent with the NP Operations Manual. This amended Service Level gives a more realistic measurement in terms of the customer's expectations. The hours between 3am and 5am are excluded as this is a maintenance window for some Carriers.</p> <p>The Service Level for notification to IPMS that the Ported Number has been relinquished cannot be measured in IPMS.</p> | <p>Consistency with existing Technical Specification.</p> <p>Note stating Service Levels for Notification to IPMS that the Ported Number has been relinquished cannot be measured in IPMS</p> | <p>Ported Number Relinquishment Process Timing Table</p> <table border="1" data-bbox="1100 358 1980 638"> <thead> <tr> <th data-bbox="1100 358 1289 461">Flowchart</th> <th data-bbox="1289 358 1619 461">Ported Number Relinquishment Process</th> <th data-bbox="1619 358 1980 461">All Relinquishments</th> </tr> </thead> <tbody> <tr> <td data-bbox="1100 461 1289 537">NR2</td> <td data-bbox="1289 461 1619 537">Notification to IPMS that the Ported Number has been relinquished.</td> <td data-bbox="1619 461 1980 537">Within five Business Days of Customer initiating Ported Number Relinquishment Process.</td> </tr> <tr> <td data-bbox="1100 537 1289 638">NR23 to NR4</td> <td data-bbox="1289 537 1619 638">Donor Carrier and Other Carriers (if required) update routing.</td> <td data-bbox="1619 537 1980 638">By 4am Next Day. <u>Within one hour except between the hours of 03:00am and 05:00am.</u></td> </tr> </tbody> </table> <p><u>The Service Levels for notification to IPMS that the Ported Number has been relinquished are not measured in IPMS</u></p> | Flowchart | Ported Number Relinquishment Process | All Relinquishments | NR2 | Notification to IPMS that the Ported Number has been relinquished. | Within five Business Days of Customer initiating Ported Number Relinquishment Process. | NR 2 3 to NR4 | Donor Carrier and Other Carriers (if required) update routing. | By 4am Next Day. <u>Within one hour except between the hours of 03:00am and 05:00am.</u> |
| Flowchart | Ported Number Relinquishment Process | All Relinquishments | | | | | | | | | | | |
| NR2 | Notification to IPMS that the Ported Number has been relinquished. | Within five Business Days of Customer initiating Ported Number Relinquishment Process. | | | | | | | | | | | |
| NR 2 3 to NR4 | Donor Carrier and Other Carriers (if required) update routing. | By 4am Next Day. <u>Within one hour except between the hours of 03:00am and 05:00am.</u> | | | | | | | | | | | |

| Item No. | Reference in the Terms | Explanation of the Issue | Reason Required | Proposed Change |
|----------|---|---|--|---|
| 7. | LMNP Terms clause 8.8 - Number Quarantine | When the LMNP Terms were originally drafted there was no provision for the reversal of quarantined numbers if the request was made in error or the customer changed their mind. | To include the provision to reduce or remove the 30 day quarantine period by mutual agreement. | <p>The IPMS will hold relinquished Numbers in quarantine for 30 calendar days prior to notifying other Carriers of the relinquishment. After this period the Donor Carrier may further quarantine the Number in accordance with their existing practices.</p> <p><u>During the quarantine period the Service Provider who initiated the Port Number Relinquishment Process may wish to cancel the relinquishment if it was made in error or the customer has changed their mind.</u></p> <p><u>There are circumstances where the relinquishment needs to be expedited and by mutual agreement between the Donor Carrier and the Service Provider who wishes to initiate the Port Number Relinquishment Process this may be done to reduce or remove the 30 calendar day requirement.</u></p> <p>If a Customer requests a recently relinquished Ported Number, the Service Provider is entitled to warn the Customer of the recent relinquishment of the Number and the implications of using such a Number before they allocate the Number.</p> |

Table 2 Service Levels

The table below sets out the Service Level for given steps in the Porting Processes.

| Party | Process | Action | Local | | Mobile | |
|--|----------------------|---|---|---|---|---|
| | | | Simple | Complex | Simple Pre-Pay or Post-Pay | Complex Post-Pay |
| LSP | Port Request | Responds to Port Request (PR4 to PR6) | Within one Business Day | Within two Business Days | Within 30 Working Minutes | Within two Business Days |
| GSP | Port Request | Reviews LSP response and Approves/ Rejects (PR6 to PR8) | Within one Business Day | Within two Business Days | Within 30 Working Minutes | Within two Business Days |
| Gaining Carrier <u>GSP</u> | Port Activation | Port as <u>GSP/GC Gaining Carrier</u> (PA5-1-PA3 to PA5.2 and PA5.4 to PA7) | At agreed time. ² | At agreed time. ² | N/A. ¹ | At agreed time. ² |
| Losing Carrier | Port Activation | Port as Losing Carrier (PA5-3 to PA5-4) | At agreed time. ² Within one Working Hour ³ | At agreed time. ² Within four Working Hours ³ | N/A. ¹ Within 10 Working Minutes ³ | At agreed time. ² Within four Working Hours ³ |
| Donor Carrier | Port Activation | Port as Donor Carrier (PA10 to PA12) | By 4am Next Day | By 4am Next Day | By 4am Next Day | By 4am Next Day |
| Other Carrier and Donor Carrier | Port Activation | Port as 3 rd party and Donor Carrier (if required) (PA8-4 to PA12) | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ |
| Responding Party (<u>GSP or LSP</u>) | Approved Port Change | APC Response to request (APC3 to APC5) | Within two Working Hours | Within four Working Hours | Within two Working Hours | Within four Working Hours |
| Gaining Carrier and Losing Carrier | Approved Port Change | APC update service orders from APC changes (APC7 and APC8) | Every Working Hour | Every two Working Hours | Every Working Hour | Every two Working Hours |
| Host Carrier | Ported Number | Relinquishment of Ported Number | Within five | Within five | Within five Business | Within five Business |

| | Relinquishment | (NR2) | Business Days | Business Days | Days | Days |
|------------------------------------|------------------------------|---|---|---|---|---|
| Donor Carrier | Ported Number Relinquishment | Relinquishment as Donor Carrier (NR3 to NR4) | By 4am Next Day | By 4am Next Day | By 4am Next Day | By 4am Next Day |
| Other Carrier and Donor Carrier | Ported Number Relinquishment | Relinquishment as 3 rd party and Donor Carrier (if required) (NR2 3 to NR4) | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ | By 4am Next Day. Within one hour except between the hours of 03:00am and 05:00am ³ |
| Gaining Carrier and Losing Carrier | Port Expiry | Confirmation of service order deletion for Port Expiry (PE5 to PE8) | Within four Working Hours | Within four Working Hours | Within four Working Hours | Within four Working Hours |
| GSP | Port Withdrawal | Port Withdrawal (entire process) | Within four Working Hours | Within four Working Hours | Within four Working Hours | Within four Working Hours |
| Losing Carrier | Port Withdrawal | Confirming Port Withdrawal (PW3 to PW5) | Within two Working Hours | Within two Working Hours | Within two Working Hours | Within two Working Hours |

1. The Gaining Carrier activates as soon as they wish to.
2. Agreed between both the GSP and LSP, being within the prescribed ~~half day window~~ 4 working hours for Local and Complex Mobile and ~~within ten minutes~~ for Simple Mobile Ports.
3. This Service Level comes into effect the first full calendar month after this Clarification Application is approved by the Commerce Commission. Prior to this amended Service Level coming into effect, the existing Service Level shall apply.

Where the SOM count per Service Provider or Carrier is:

- a) more than 40 for Mobile Numbers or Local Numbers in a calendar month, Parties are expected to meet these Service Levels 95% of the time;
- b) 40 or less for Mobile Numbers or Local Numbers in a calendar month, Parties are expected to have no more than 2 failures. The Enforcement Agency will have discretion to investigate cases where a Party regularly fails to meet a Service Level on 2 occasions per calendar month and, in the Enforcement Agency's view it appears to be a systemic issue.

The measurement of the achievement of the Service Levels for Local and Mobile SOM's in each case includes the combined results for Simple and Complex Ports.