

October 1, 2002

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for Approval of an Amendment to the Interconnection Agreement between Wisconsin Bell Telephone Company, Inc. and Aerial Communications, Inc. adding Appendix-911 to their Wireless Interconnection Agreement.

Dear Ms. Dorr:

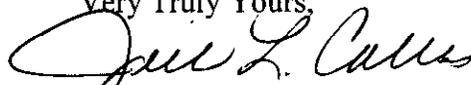
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, hereby requests approval pursuant to 47 U.S.C. 252, of the enclosed Amendment to the Interconnection Agreement between Wisconsin Bell Telephone Company, Inc. and Aerial Communications, Inc.

I have been authorized by Excel Telecommunications, Inc. to submit for Commission approval, pursuant to 47 U.S.C. s. 252(e), the enclosed Amendment to the Interconnection Agreement adding Appendix-911.

I hereby certify that a copy of this filing has been served on:

Aerial Communications, Inc.
Chad Markel
Carrier Mgmt-Central
12920 SE 38th Street
Bellevue, WA 98006
TN: 425-378-4000
by first class mail on October 1, 2002

Very Truly Yours,



Jill L. Collins

September 16, 2002

Jill Collins
722 N. Broadway
Floor 13
Milwaukee, WI 53202

Dear Ms. Collins:

Attached is a copy of the signed 911-Appendix to the Interconnection Agreement for a Wireless System between Wisconsin Bell Telephone Company and Aerial Communications, Inc. Information specific to the CLEC is:

SWBT Lead Negotiator:
Lead Negotiator Telephone:

Lisa Dabkowski
203-634-5218

CLEC Officer Name:

Chad Markel
Carrier Mgmt-Central
12920 SE 38th Street
Bellevue, WA 98006
TN: 425-378-4000
Fax: 425-653-4810

CLEC Attorney Name:

Dan Menser
Corporate Counsel Regulatory Affairs
Carrier Mgmt-Central
12920 SE 38th Street
Bellevue, WA 98006
TN: 425-378-4695
Fax: 425-920-2638

If you have any questions, please call me on (214) 464-0628.

Lester Conlon
Manager-Contract Processing

Attachment - Copy of Signed Amendment

EXECUTIVE SUMMARY

AMENDMENT

FOR

**AERIAL COMMUNICATIONS, INC., ON BEHALF OF ITS AFFILIATE
APT MINNEAPOLIS, INC.**

WISCONSIN

Aerial Communications, Inc. has signed an Amendment to add Appendix-911 to their Wireless Interconnection Agreement for Wisconsin.

This was previously approved by Marty Hotchkiss, (214-464-8583) Legal.

No additional pricing is needed for this amendment per Shannon Wallace (214-464-2447).

Lisa Dabkowski (203-634-5218) is the Lead Negotiator and Jennifer Spoehr (847-248-5185) is the Account Manager for Aerial Communications, Inc.

PREPARED BY LESTER CONLON (214-464-0628).

AMENDMENT _____

**TO INTERCONNECTION AGREEMENT
FOR A WIRELESS SYSTEM**

by and between

**WISCONSIN BELL, INC.
D/B/A AMERITECH WISCONSIN**

AND

**AERIAL COMMUNICATIONS, INC., ON BEHALF OF ITS AFFILIATE
APT MINNEAPOLIS, INC.**

This Amendment is entered into this _____ day of _____, 2002 by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("Ameritech Wisconsin") and Aerial Communications, Inc., on behalf of its affiliate APT Minneapolis, Inc. ("Carrier") (collectively, the "Parties").

WHEREAS, Ameritech Wisconsin and Carrier (collectively, the "Parties") have entered into an Agreement known as "Interconnection Agreement for a Wireless System by and between Aerial Communications, Inc. and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin" ("Interconnection Agreement"); and

WHEREAS, the Parties desire to amend, as set forth herein, the Interconnection Agreement, which is being filed for approval contemporaneously herewith;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Telco and Carrier agree as follows:

1. Add Appendix-911 (Wireless).
2. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May

24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin reserves its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions in the Agreement and to adopt on a date specified by Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

3. Except as modified herein, the Agreement remains unchanged and the parties reaffirm the terms and provisions thereof as supplemented by this Amendment.
4. This Amendment shall become effective upon approval by the Commission.
5. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and together shall constitute one document.

In witness whereof each Party has caused this Amendment to be executed by its duly authorized representative.

Aerial Communications, Inc., on behalf of its affiliate APT Minneapolis, Inc.

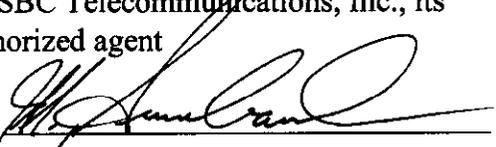
By: 

Title: _____
(Print or Type) David A. Miller
Senior Vice President and General Counsel

Name: _____

Date: 8/30/02

Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin
By SBC Telecommunications, Inc., its
authorized agent

By: 

Title: President-Industry Markets
(Print or Type)
Mike Auinbauh

Name: _____

Date: SEP 11 2002

APPENDIX – WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions for Wireless Emergency Number Service Access provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Carrier.
- 1.2 Wireless Emergency Number Service Access (“ENSA”) is a service which enables Carrier’s use of **SBC-13STATE** 911 network service elements which **SBC-13STATE** uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where **SBC-13STATE** is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from **SBC-13STATE**. Wireless ENSA makes available to Carrier only the service configuration purchased by the E911 Authority from **SBC-13STATE**. **SBC-13STATE** shall provide Wireless ENSA to Carrier as described in this Appendix, in each area in which (i) Carrier is authorized to provide CMRS and (ii) **SBC-13STATE** is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless ENSA is compatible with Carrier’s Phase I and Phase II E911 obligations.
- 1.3 **SBC-13STATE** and Carrier agree that the E911 service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service configurations and grant final approval (or denial) of service configurations or modifications offered by **SBC-13STATE** and Carrier.
- 1.4 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.5 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

- 1.6 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service are contained in the applicable Appendix Pricing and/or the applicable State Access Services tariff where stated.

2. DEFINITIONS

- 2.1 **"911 Call(s)"** means a call made by an Carrier's Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 **"Alternate PSAP"** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.3 **"Automatic Location Identification"** or **"ALI"** means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.4 **"Automatic Location Identification Database"** or **"ALI Database"** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the carrier name, Call Back Number, and Cell Site/Sector Information.
- 2.5 **"Automatic Number Identification"** or **"ANI"** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, "ANI" means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP's Customer Premise Equipment (CPE) for display.
- 2.6 **"Call Back Number"** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Carrier's Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier's Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.7 **"Call path Associated Signaling"** or **"CAS"** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller's location to the PSAP.
- 2.8 **"CAMA"** means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.9 **"Cell Sector"** means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

- 2.10 **“Cell Sector Identifier”** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.11 **“Cell Site/Sector Information”** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a Carrier's Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.12 **“Common Channel Signaling/Signaling System 7 Trunk”** or **“CCS/SS7 Trunk** or **SS7 Signaling”** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an **SBC-13STATE** 911 Selective Routing Tandem.
- 2.13 **“Company Identifier”** or **“Company ID”** means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.14 **“Database Management System”** or **“DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.15 **“Designated PSAP”** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A **“Default PSAP”** is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The **Alternate PSAP** is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.16 **“E911 Authority”** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.17 **“E911 Service”** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.18 **“E911 Trunk”** means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and **SBC-13STATE** 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.19 **“E911 Universal Emergency Number Service”** (also referred to as “Expanded

911 Service” or “Enhanced 911 Service”) or “**E911 Service**” means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).

- 2.20 “**Emergency Services**” means police, fire, ambulance, rescue, and medical services.
- 2.21 “**Emergency Service Number**” or “**ESN**” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific geographical area within a particular cell site and/or cell sector coverage area of an emergency service zone. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.22 “**Emergency Service Routing Digits**” or “**ESRD**” is a digit string that uniquely identifies a base station, cell site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.23 “**Emergency Service Routing Key**” or “**ESRK**” is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24 “**Hybrid**” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 “**Meet Point**” means the demarcation between the SBC-13STATE network and the Carrier network.
- 2.26 “**Mobile Directory Number**” or “**MDN**” means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.27 “**Mobile Identification Number**” or “**MIN**” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 “**National Emergency Number Association**” or “**NENA**” means the not-for-

profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

- 2.29 **“Public Safety Answering Point” or “PSAP”** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.30 **“Pseudo Automatic Number Identification (pANI)”** is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 2.31 **“Selective Routing” or “SR”** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the designated Primary PSAP based upon the pANI associated with the originating cell site and/or cell sector.
- 2.32 **“Wireless Handset”** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** is the 911 service provider. This shall include the following:
- 3.2 **Call Routing**
- 3.2.1 Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system, where **SBC-13STATE** is the 911 network service provider.
- 3.2.2 **SBC-13STATE** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

3.2.3 **SBC-13STATE** will forward the Call Back Number it receives from Carrier and the associated 911 Address Location Identification (ALI) to the PSAP for display, where **SBC-13STATE** is the ALI Database Provider.

3.3 **Facilities and Trunking**

3.3.1 **SBC-13STATE** shall provide and maintain sufficient dedicated E911 circuits from **SBC-13STATE**'s SR's to the PSAP, according to provisions of the applicable state tariff and documented specifications of the E911 Authority.

3.3.2 After receiving Carrier's order, **SBC-13STATE** will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination.. Except as provided in Section 8.1, transport facilities shall be governed by the applicable **SBC-13STATE** access tariff. Additionally, when Carrier requests diverse facilities, **SBC-13STATE** will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 **SBC-13STATE** and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the **SBC-13STATE** SR(s).

3.3.4 **SBC-13STATE** will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

3.4 **Database**

3.4.1 Where **SBC-13STATE** is the 911 Database Provider, **SBC-13STATE** shall store the Carrier's ALI records in the electronic data processing database for the E911 DBMS.

3.4.2 Where **SBC-13STATE** is the 911 Database Provider, **SBC-13STATE** shall coordinate access to the **SBC-13STATE** E911 DBMS for the initial loading and updating of Carrier ALI Records.

3.4.3 Where **SBC-13STATE** is the 911 Database Provider, **SBC-13STATE**'s ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.4 Where **SBC-13STATE** is the 911 Database Provider, **SBC-13STATE** will load Carrier's ALI Records in the E911 DBMS. **SBC-13STATE** will then provide Carrier an error and status report. This report will be provided in

accordance with the methods and procedures described in the documentation to be provided to the Carrier by **SBC-13STATE**.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

4.1.1 Carrier will route 911 calls from Carrier's MSC to the **SBC-13STATE** SR office of the E911 system, where **SBC-13STATE** is the 911 network service provider.

4.1.2 Carrier will forward the Mobile Dialing Number (MDN) of the party calling 911 to the **SBC-13STATE** 911 SR, depending upon the Network Service Configuration.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, Carrier shall provide or order from **SBC-13STATE**, transport and trunk termination to each **SBC-13STATE** 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service. To place an order, Carrier shall submit the appropriate **SBC-13STATE** Region specific form. Such form shall not conflict with the terms and conditions of this agreement.

4.2.2 Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each **SBC-13STATE** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.

4.2.4 Carrier is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.

4.2.5 Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.

4.2.6 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that

additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from **SBC-13STATE**.

- 4.2.7 Carrier will cooperate with **SBC-13STATE** to promptly test all 911 trunks and facilities between Carrier's network and the **SBC-13STATE** 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.8 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising **SBC-13STATE** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **SBC-13STATE** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **SBC-13STATE** will refer network trouble to Carrier if no defect is found in **SBC-13STATE**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 **Database**

- 4.3.1 The following applies where **SBC-13STATE** has been chosen as the wireless CAS or Hybrid 911 Database Provider:
- 4.3.1.1 Once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs, Carrier or its representatives shall be responsible for providing Carrier's ALI Records for inclusion in **SBC-13STATE**'s DBMS on a timely basis.
- 4.3.1.2 Carrier or its agent shall provide initial and ongoing updates of Carrier's ALI Records in an electronic format based upon established NENA standards.
- 4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the dial tone provider.
- 4.3.1.4 Carrier is responsible for providing updates to **SBC-13STATE** ALI database; in addition, Carrier is responsible for correcting any errors that occurred during the entry of their data.

4.3.1.5 The Carrier shall be responsible for any additional database charges incurred by the Carrier or its third party agent for errors in **SBC-13STATE** ALI database.

4.3.1.6 Carrier shall be solely responsible for providing test records and conducting call-through testing on all new licensed areas.

4.4 Other

4.4.1 Carrier is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Carrier provides CMRS.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Carrier's MSC to the designated **SBC-13STATE** 911 Selective Router(s).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **SBC-13STATE**'s applicable state access tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by **SBC-13STATE** and Carrier.

8. BASIS OF COMPENSATION

8.1 Rates for access to E911 Services are set forth in Appendix Pricing are interim rates, and are effective only until final rates are approved by the Commission and

tariffed, where applicable. If the final rates are tariffed, such final tariffed rates shall automatically supersede the interim rates on a going forward basis. If the final rates are not required to be tariffed, the Parties agree to amend Appendix Pricing to incorporate the final rates consistent with the Commission order.

- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and **SBC-13STATE** SR(s).

9. LIABILITY

- 9.1 **SBC-13STATE**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **SBC-13STATE** shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.
- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to **SBC-13STATE**, Carrier shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless SBC-13STATE from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of SBC-13STATE.

10. MUTUALITY

- 10.1 Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SBC-13STATE request such services, Carrier will provide such services to SBC-13STATE under terms and conditions comparable to the terms and conditions contained in this Appendix.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in the Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and sever ability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

EXHIBIT I**WISCONSIN PRICING – W911**

911 Service Establishment Charge – per SR

Non-Recurring \$ 27,088.00

DS1 Charge

Monthly \$ 301.00

Non-Recurring \$ 422.00