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**VIA PSC ELECTRONIC REGULATORY FILING SYSTEM**

January 28, 2008

Ms. Sandra J. Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
610 North Whitney Way  
Post Office Box 7854  
Madison, WI 53707-7854

Re: Application for Approval of an Amendment to Interconnection Agreement between  
Wood County Telephone Company and Airadigm Communications

Dear Ms. Paske:

In accordance with Section 251(c) of the Telecommunications Act of 1996, attached is a fully executed copy of the Amendment to Interconnection Agreement ("Amendment") between Wood County Telephone Company and Airadigm Communications (Airadigm). The effective date of this Amendment is January 22, 2008.

I have been authorized by Airadigm to submit for Commission approval pursuant to Section 252(e) the attached Amendment.

I hereby certify that a copy of this filing has been served via express mail as follows:

Kevin Wohlrabe  
Network Operations Supervisor  
Airadigm Communications  
100 West College Ave. Suite 50B  
Appleton WI 54911

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9430 Research Blvd.  
Austin, Texas 78759  
phone: 512-338-0473, fax: 512-346-0822

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1380 Corporate Center Curve  
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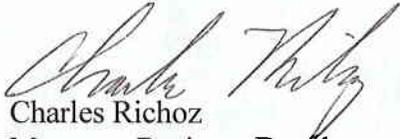
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Bountiful, Utah 84010  
phone: 801-294-4576, fax: 801-294-5124

Ms. Sandra J. Paske  
January 28, 2008  
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If you have any questions, please call me at 301-459-7590.

Sincerely,



Charles Richoz  
Manager, Business Development

On behalf of

Jerold R. Johnson  
Assistant Secretary/Treasurer  
Wood County Telephone Company

Attachment

**ATTACHMENT A TO WOOD COUNTY TELEPHONE  
AIRADIGM**

**EMERGENCY SERVICE ACCESS (E9-1-1)**

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## EMERGENCY SERVICE ACCESS (E9-1-1)

### 1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for 911 Service Access provided by the Incumbent Local Exchange Carrier (ILEC) to Wireless Carriers for access to the ILEC's 911 and E911 Databases, and interconnection to an ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 Wireless E911 Service Access is a service which enables Wireless Carriers use of ILEC 911 network service elements which ILEC uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where ILEC is the 911 Service Provider. E911 Authority reimburses ILEC for the portions of Universal Emergency Number/911 Telecommunications Service provided from ILEC. Wireless E911 Service Access makes available to Wireless Carrier only the service configuration purchased by the E911 Authority from ILEC. ILEC shall provide Wireless E911 selective routing functions to Wireless Carrier as described in this Appendix, in each area in which (i) Wireless Carrier is authorized to provide CMRS and (ii) ILEC is the 911 selective routing provider in the area. 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 for CMRS and by which said service must be available to end users from CMRS providers. The E911 service described in this agreement provides components of the E911 end user services Wireless Carrier intends to provide to its end users to comply with Docket 94-102.
- 1.3 The prices at which ILEC agrees to provide Wireless Carrier with E911 Service Access is contained in the applicable State Access Services tariff where stated.

### 2. DEFINITIONS

- 2.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **"911 Call(s)"** means a call made by an Wireless Carriers Wireless End User by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.3 **"Alternate PSAP"** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4 **"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.
- 2.5 **"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.

- 2.6 **"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.
- 2.7 **"Call Back Number"** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of a Wireless Carriers Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Wireless Carriers Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8 **"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.
- 2.9 **"Centralized Automatic Message Accounting (CAMA) Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Wireless Carriers switch to an ILEC E911 Selective Router.
- 2.10 **"Cell Sector"** means a geographic area defined by Wireless Carrier (according to Wireless Carriers own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 **"Cell Sector Identifier"** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12 **"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 Wireless Carriers Wireless End User, and which may also include additional information regarding a Cell Sector.
- 2.13 **"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 Wireless Carriers switch to an ILEC 911 Selective Routing Tandem.
- 2.14 **"NENA Company Identifier"** or **"NENA Company ID"** means a three to five (3 to 5) character identifier chosen by the Wireless Carrier that distinguishes the entity providing dial tone to the End User. The NENA Company ID is maintained by NENA in a nationally accessible database.
- 2.15 **"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.

- 2.16 **“Designated PSAP”** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site or vertical and horizontal coordinates of the end user location (V&H). 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.
- 2.17 **“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.
- 2.18 **“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. Various components of the E911 Service are provided by different entities, Wireless Carrier is the party with overall responsibility to integrate all the components for the end user service.
- 2.19 **“E911 Trunk”** means one-way terminating circuits which provide a trunk-side connection between Wireless Carriers MSC and ILEC 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.20 **“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).
- 2.21 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 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 CAS”** 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 ILEC network and the Wireless 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 **"Non-Call path Associated Signaling"** or **"NCAS"** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller's location to the PSAP.
- 2.30 **"Phase I"** – as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.31 **"Phase II"** – as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty
- 2.32 **"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.
- 2.33 **"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.
- 2.34 **"Selective Routing"** or **"SR"** means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.35 **"Service Provider"** means an entity that provides one or more of the following 911 elements; network, database, or CPE
- 2.36 **"Shell Record"** means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from the wireless carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.37 **"Wireless Handset"** means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

### **3 SCOPE OF AGREEMENT**

- 3.1 E911 service components are provided by several different providers in the ILEC service territory. ILEC provides the selective routing functions and transport of the 911 calls within the ILEC service territory. A third party maintains the database containing customer locations. Wireless Carrier provides the information required to locate the E911 call origination. This agreement is limited to the arrangements between Wireless Carrier and ILEC. ILEC is only responsible for the selective routing and transport functions it provides to Wireless Carrier. Wireless Carrier is the overall E911 Service Provider who will integrate the 911 components provided by the various subcontractors.

### **4 ILEC RESPONSIBILITIES**

- 4.1 ILEC shall provide and maintain such equipment at the E911 SR as is necessary to perform the overall E911 Services set forth herein when ILEC is the E911 SR provider. ILEC shall provide 911 Service to Wireless Carrier in areas where Wireless Carrier is licensed to provide service and ILEC provides the 911 System components. In such situations, ILEC shall provide Wireless Carrier access to the ILEC 911 SR and transport as described in this section.
- 4.2 Call Routing
- 4.2.1 ILEC will route 911 calls from the ILEC SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP and location information provided by Wireless Carrier in the signaling. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
- 4.2.2 If Wireless Carrier incorrectly routes the 911 to ILEC SR, ILEC will default route the call to the Wisconsin Rapids Sheriffs department.
- 4.3 Facilities and Trunking
- 4.3.1 ILEC shall provide and maintain sufficient dedicated E911 trunks from ILEC's SR's to the PSAP, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

- 4.3.2 After receiving Wireless Carriers order, ILEC will provide, and Wireless 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 ILEC Access Services tariff. If diversely routed facilities are requested, the diverse routes will require transport to be provisioned by a ILEC and other third parties. ILEC will provide such diversity where technically feasible, at standard tariff rates for diverse routing. Wireless Carrier is responsible for sizing the trunks from the Wireless Carrier MSC (Mobile Switching Center) to the ILEC SR.
- 4.3.3 ILEC and Wireless Carrier will cooperate to test all trunks and facilities between Wireless Carriers network and the ILEC SR(s) at a mutually agreed upon schedule.
- 4.3.4 Wireless Carrier is responsible for testing and isolating troubles to the ILEC SR or transport prior to reporting a trouble to ILEC. If Wireless Carrier reports a trouble on the 911 service to ILEC and no trouble actually exists on the ILEC portion of the service, ILEC shall charge Wireless Carrier for any dispatching and testing (both inside and outside the Central Office (CO)) required by ILEC in order to confirm the working status.
- 4.3.5 Once a problem in the 911 network is reported, the ILEC will take actions to repair any troubles that actually exist expeditiously.

## **5 WIRELESS CARRIER RESPONSIBILITIES**

### **5.1 Call Routing**

- 5.1.1 Where ILEC is the 911 System Service Provider, Wireless Carrier will route 911 calls from Wireless Carriers MSC to the ILEC SR office of the 911 system.
- 5.1.2 Depending upon the network service configuration, Wireless Carrier will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the ILEC 911 SR.

### **5.2 Facilities and Trunking**

- 5.2.1 Where specified by the E911 Authority, Wireless Carrier shall provide or order from ILEC, transport and trunk termination to each ILEC 911 SR that serves the areas in which Wireless Carrier is licensed to and will provide CMRS service.

- 5.2.2 Wireless Carrier shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Wireless Carriers MSC and the ILEC SR
- 5.2.3 Wireless Carrier is responsible for determining the proper quantity of trunks and transport facilities from Wireless Carriers MSC to interconnect with the ILEC 911 SR.
- 5.2.4 Wireless Carrier acknowledges that its End Users in a single local calling scope may be served by different SRs and Wireless Carrier shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 5.2.5 Wireless Carrier shall provide one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the Wireless Carriers MSC to each ILEC 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.
- 5.2.6 Wireless 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.
- 5.2.7 Wireless Carrier shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 5.2.8 In order to implement Phase II E911 Service, Wireless Carrier is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from Wireless Carriers MSC to the appropriate ILEC ALI server where ILEC is the designated ALI Database Provider. Such Data Circuit may be ordered from ILEC affiliate or vendor of Wireless Carriers choice.
- 5.2.9 Wireless Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Wireless Carriers traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Wireless Carrier shall request additional circuits from ILEC.
- 5.2.10 Wireless Carrier will cooperate with ILEC to promptly test all 911 trunks and facilities between Wireless Carriers network and the ILEC 911 Selective Router(s) to assure proper functioning of 911 service. Wireless Carrier agrees that it will not pass live 911 traffic until both parties complete successful testing.

5.2.11 Wireless Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Wireless Carriers facility Meet Point. Wireless Carrier is responsible for advising ILEC of the circuit identification and the fact that the circuit is a 911 circuit when notifying ILEC of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. ILEC will refer network trouble to Wireless Carrier if no defect is found in ILEC's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

### 5.3 Database

5.3.1 Wireless Carrier is responsible for making arrangements with their third party provider to maintain the Wireless Carrier wireless location information in the 911 database:

5.3.1.1 Wireless Carrier shall arrange with their third party provider to store the Wireless Carriers ALI records in the electronic data processing database for the E911 DBMS.

5.3.1.2 Wireless Carrier is responsible for coordinating their input E911 DBMS for the initial loading and updating of Wireless Carrier ALI records.

5.3.1.3 ILEC's ALI database shall accept electronically transmitted files that are based upon NENA standards.

5.3.2 Where ILEC manages the 911 and E911 Databases, and Wireless Carrier deploys an NCAS solution:

5.3.2.1 Wireless Carriers designated third-party provider shall perform the above database functions.

5.3.3 ILEC will provide a copy of the static Master Street Address Guide (MSAG) received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

5.3.4 Where ILEC is the 911 SR Provider, and Wireless Carrier deploys a CAS or Hybrid CAS Solution utilizing ILEC 911 DBMS:

5.3.4.1 Wireless Carrier or its representatives shall be responsible for providing Wireless Carriers ALI Records to third party, for inclusion in third party's DBMS on a timely basis, once E911 trunking has been established and tested between Wireless Carriers MSC and all appropriate SRs.

5.3.4.2 Wireless Carrier or its agent shall provide initial and ongoing updates of Wireless Carriers ALI Records that are in electronic format based upon established NENA standards.

5.3.4.3 Wireless Carrier shall adopt use of a NENA Company ID on all Wireless Carrier ALI Records in accordance with NENA standards. The NENA Company ID is used to identify the carrier of record in facility configurations.

5.3.4.4 Wireless Carrier is responsible for providing updates to third party 911 DBMS; in addition, Wireless Carrier is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

5.3.5 Where ILEC is the 911 SR Provider, and Wireless Carrier deploys an NCAS solution:

5.3.5.1 Wireless Carriers designated third-party provider shall perform the above database functions.

5.3.5.2 Wireless Carriers designated third party shall be responsible for ensuring Wireless Carriers Shell Records for ALI are submitted to third party, for inclusion in third party's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between Wireless Carriers MSC and all appropriate SRs.

5.3.5.3 Wireless Carriers third-party provider shall provide initial and ongoing updates of Wireless Carriers Shell Records for ALI that are in electronic format based upon established NENA standards.

#### 5.4 Other

5.4.1 Wireless 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 wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the Wireless Carrier provides CMRS.

5.4.2 In the event that there is a valid E911 Phase II PSAP request, Wireless Carrier shall notify ILEC Industry Markets 911 Account Manager at least five (5) months prior to Wireless Carriers proposed Phase II implementation state.

## 6 RESPONSIBILITIES OF BOTH PARTIES

- 6.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Wireless Carriers MSC to the designated ILEC 911 Selective Router(s).

## 7 METHODS AND PRACTICES

- 7.1 With respect to all matters covered by this Appendix, each Party will comply with that portion of the following to the extent that they apply to that Party's provision of 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 ILEC's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

## 8 CONTINGENCY

- 8.1 The terms and conditions of this Appendix represent a negotiated plan for providing interconnection to an ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

## 9 BASIS OF COMPENSATION

- 9.1 Charges for E911 Service shall apply as listed in the applicable Tariff. Carrier shall compensate Wood County Telephone Company for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit. The prices shall be considered interim in the state of Wisconsin until a tariff has become effective for such elements. In addition, the Parties acknowledge that the allocation of costs between the PSAPs and Carrier are consistent with the ruling set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated October 31, 2001 ("King County Letter"* and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington (FCC 02-146), Docket No. 94-102 as aff'd in the Letter from Thomas J. Sugrue, Chief of Wireless Telecommunications Bureau, to Kathleen B. Levitz, BellSouth, re: Responsibility of Costs of E911 Phase II ALI Database Upgrades, CC Docket 94-102*. In the event that the cost allocation that is adopted in a particular state differs from the determination made in the *King County Letter*, the Parties agree to true up or true down the rates charged and amounts paid back to the Effective Date. Except as set forth above, in the event Wood County Telephone files a new or revised tariff after the Effective Date ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the

corresponding elements on a going forward basis from the date the rates in the New Tariff become effective.

- 9.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between Carrier's network and Wood County Telephone Company.

## 10 LIABILITY

- 10.1 ILEC's liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. Except as otherwise provided, ILEC shall not be liable to Wireless Carrier 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 and damages arising out of such 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 ILEC 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 Wireless Carrier until service is restored.
- 10.2 Wireless Carriers liability and responsibility for damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. Except as otherwise provided, Wireless Carrier shall not be liable to ILEC 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 and damages arising out of such interruptions, defects, failures or malfunctions of the system after Wireless 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 ILEC until service is restored.
- 10.3 Notwithstanding Sections 9.1 and 9.2, each Party, hereafter the Indemnifying Party, agrees to release, indemnify, defend and hold harmless the other Party, hereafter the Indemnified Party, from any and all Loss, including but not limited to those involving an allegation of infringement or invasions of the right of privacy or confidentiality, arising out of any act or omission of the Indemnifying Party with respect to E911 Service provided hereunder or out of the use of the E911 Service, whether suffered, made, instituted or asserted by the Indemnifying Party, 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 the Indemnifying Party, End Users or others, except to the extent the act or omission causing the Loss was the negligence, recklessness or intentional misconduct, or act or omission of the Indemnified Party .

## **11 MUTUALITY**

11.1 Wireless Carrier agrees that to the extent it offers the type of services covered by this Appendix to any company, that should ILEC request such services, Wireless Carrier will provide such services to ILEC under terms and conditions comparable to the terms and conditions contained in this Appendix.

## 12 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this 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 severability; general responsibilities of the Parties; effective date, term and termination; billing and payment of charges; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; confidentiality; intervening law; governing law; regulatory approval; changes in End User local Exchange Service Provider selection; compliance and certification; law enforcement and civil process; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; End User inquiries; expenses; conflict of interest; survival of obligations, scope of agreement; amendments and modifications; and entire agreement.

Attachment A to Interconnection Agreement between Wood County Telephone Company and Airadigm.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Airadigm

By:   
Name: Kevin Wohlrahe  
Title: Network ops. supervisor  
Date: 1-10-08

Wood County Telephone Company

By:   
Name: Gerald R. Johnson  
Title: Asst. Secy  
Date: 1/22/08

**PRICING EXHIBIT**

**9.0**

**WOOD COUNTY TELEPHONE COMPANY CELLULAR/PCS E9-1-1**

**Wood County Telephone Company Wisconsin**

**Trunk Charge per Trunk:**

Monthly                   \$ 26.29

Non-Recurring           \$ 737.59

Facility rates can be found in the State Access Tariff