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Greenbelt, Maryland 20770  
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**VIA PSC ELECTRONIC REGULATORY FILING SYSTEM**

January 20, 2009

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 E911 Interconnection Agreement between  
Wood County Telephone Company d/b/a Solarus and Intrado, Inc.

Dear Ms. Paske:

In accordance with Section 251(c) of the Telecommunications Act of 1996, attached is a fully executed copy of the E911 Interconnection Agreement ("Agreement") between Wood County Telephone Company d/b/a Solarus and Intrado, Inc. The effective date of this Agreement is January 14, 2009.

I have been authorized by Intrado, Inc. to submit for Commission approval pursuant to Section 252(e) the attached Agreement.

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

Mary Hester  
Executive Vice President  
Intrado, Inc.  
1601 Dry Creek Drive  
Longmont, CO 80503

Echelon Building II, Suite 200  
9430 Research Blvd.  
Austin, Texas 78759  
phone: 512-338-0473, fax: 512-346-0822

Eagandale Corporate Center, Suite 310  
1380 Corporate Center Curve  
Eagan, Minnesota 55121  
phone: 651-452-2660, fax: 651-452-1909

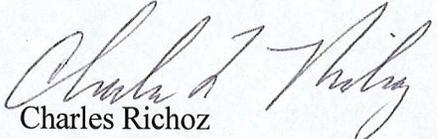
6849 Peachtree Dunwoody Road  
Building B-3, Suite 200  
Atlanta, Georgia 30328  
phone: 770-569-2105, fax: 770-410-1608

547 South Oakview Lane  
Bountiful, Utah 84010  
phone: 801-294-4576, fax: 801-294-5124

Ms. Sandra J. Paske  
January 20, 2009  
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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 d/b/a Solarus

Attachment

**E911 INTERCONNECTION AGREEMENT**

**BY AND BETWEEN**

**WOOD COUNTY TELEPHONE d.b.a SOLARUS**

**AND**

**INTRADO INC.**

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**I. Article I**

**1. INTRODUCTION**

This E911 Interconnection Agreement (“Agreement”) is effective as of the 14<sup>th</sup> day of January 2008<sup>9</sup> (the “Effective Date”), by and between between Wood County Telephone (“WCTC”) d/b/a Solarus with offices at 440 East Grand Avenue, Wisconsin Rapids, WI 54494 and Intrado Inc. (“Intrado”) with offices located at 1601 Dry Creek Drive, Longmont, CO 80503, on behalf of itself and its operating affiliates.

**2. RECITALS**

WHEREAS, Wood County Telephone is an incumbent Local Exchange Carrier in the State of Wisconsin; and

WHEREAS, Intrado and/or its affiliates provides 911 call aggregation and VoIP Positioning Center services for IP-based service providers required to deliver 911 calls from their end users to the native wireline 911/E911 network consistent with applicable law and desires access to the E9-1-1 network and systems established and maintained by WCTC to provide E9-1-1 service to Intrado’s Service Provider customers.

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

**II. Article II**

**1. DEFINITIONS**

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement will have the meanings as specified below:

1.1 “Act” means the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

1.2 “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

- 1.3 “Commission” means the Wisconsin Public Utilities Commission.
- 1.4 “Effective Date” means the date first above written.
- 1.5 “ERDB or Emergency Routing Database” means the database containing information associated with each Emergency Service Number (ESN) in a serving area. It supports the boundary definitions for ESNs and the mapping of civic address or geo-spatial coordinate location information to a particular ESN.
- 1.6 “FCC” means the Federal Communications Commission.
- 1.7 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (*i.e.*, NPA/NXX-XXXX).
- 1.8 “NXX” means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.9 “Party” means either Wood County Telephone or Intrado, and “Parties” means Wood County Telephone and Intrado.
- 1.10 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.
- 1.11 “VPC or Voice Positioning Center” means the element that provides routing information to support the routing of VoIP emergency calls, and cooperates in delivering location information to the PSAP over the existing ALI DB infrastructure. The VPC supports access to the routing data in the ERDB.
- 1.12 “VSP” means VoIP Service Providers. Operates the network service and equipment that provides call processing for Voice over IP subscribers.
- 1.13 The following Definitions are interim VoIP architecture for Enhanced 9-1-1 Services per NENA 08-001, Issue 1 December 6, 2005 (i2).
  - 1.13.1 V2 – Call Server/Proxy to VPC The V2 interface is used to request emergency call routing information when the Call Server/Routing Proxy/Redirect Server is a separate element from the VPC. The Call Server can invoke the V2 interface directly or utilize a Routing Proxy/Redirect Server, which requires forwarding the LIE, or sufficient information to construct the LIE to the Routing Proxy/Redirect Server. It is expected that the VSP/Routing Proxy Operator will have a business

relationship in place which would allow the Call Server/Proxy to route the call to the appropriate VPC.

## **2.0 INTERPRETATION AND CONSTRUCTION**

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

## **3.0 SCOPE**

- 3.1 This Agreement is intended, *inter alia*, to describe and enable specific direct interconnection arrangements between the Parties for the express purpose of terminating E911 traffic to PSAPs served by Wood County Telephone. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the network of Intrado and the LEC network of Wood County Telephone for purposes of terminating E911 traffic to the PSAPs served by Wood County Telephone. per Appendix A.
- 3.3 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

## **4.0 SERVICE AGREEMENT**

- 4.1 Description of Arrangements. This Agreement provides for all interconnection arrangements between the networks of Wood County Telephone and Intrado. This Agreement is intended, to describe and enable specific direct interconnection arrangements between the Parties for the express purpose of terminating E911 traffic destined for PSAPs served by Wood County Telephone.

## **5.0 NOTICE OF CHANGES**

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change will provide at least ninety (90) days' advance written notice of such change to the other Party.

The Party receiving such change notice may object in writing within ten (10) business days of receipt if the proposed network change will significantly impair the receiving Party from offering a service currently offered or substantially increase the receiving Party's cost of offering such service. Such objection will be handled pursuant to §16 of this Agreement. Neither Party will discontinue any interconnection arrangement or telecommunications service provided or required under this Agreement as of the date of the network change notice prior to conclusion of the procedures set forth in § 16.

## **6.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

- 6.1 The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party will use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 6.2 Each Party is solely responsible for the services it provides to its customers and to other Service Providers.
- 6.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 6.4 SS7 Out-of-Band Signaling (CCS/SS7) will be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third party provider of SS7 trunks for connecting Intrado to the Wood County Telephone SS7 systems is permitted. Such connections will meet generally accepted industry technical standards. Each Party shall utilize SS7 (including but not limited to links, point codes, and messaging) at its own cost for all 911 traffic irrespective of interconnection methodology.
- 6.5 Appendix A of this document that sets forth terms and conditions for 911 Service Access provided to Intrado.

## **7.0 TERM AND TERMINATION**

7.1 Subject to the provisions of § 14, the initial term of this Agreement will be for three (3) years (“Term”), which will commence on the Effective Date. This Agreement will automatically renew for successive one (1)-year periods, unless, not less than ninety (90) days prior to the end of the Term or any renewal term, either Party notifies the other Party of its intent to amend this agreement or renegotiate a new agreement. In the event of such renegotiation, this Agreement will remain in effect until such time that a new agreement becomes effective.

7.2 BILLING AND PAYMENT

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

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

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

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

7.2.4 Invoices will be sent to:

<b>OCN</b>	<b>Intrado Inc</b>	<b>Wood County Telephone, Inc.</b>
	Intrado Inc. 1601 Dry Creek Dr. Longmont, CO 80503	Wood County Telephone 440 East Grand Avenue P.O. Box 8045

	Attn: Accounts Payable	Wisconsin Rapids, WI 54495-8045
		Attn: Mr. Douglas Wenzlaff

7.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) Each Party will comply immediately with its obligations as set forth above;
- (b) Each Party will promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations will survive termination or expiration of this Agreement.

7.4 The non-defaulting Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party provides the defaulting Party and the appropriate federal and/or state regulatory bodies with at least ninety (90) days' written notice of the default prior to terminating service.

**8.0 CANCELLATION CHARGES**

Except as provided herein, no cancellation charges will apply.

**9.0 NON-SEVERABILITY**

- 9.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.
- 9.2 Nothing in this Agreement will be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

**10.0 INDEMNIFICATION**

10.1 Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for the following:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications

Provided, however, that under no circumstances will the Indemnifying Party be liable for loss, cost, claim liability, damage or expense of any kind caused by the negligence of the Indemnified Party.

Neither Party will accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

10.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party will hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

## **11.0 LIMITATION OF LIABILITY**

11.1 No liability will attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

11.2 Except as otherwise provided in § 11, no Party will be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

11.3 Except as otherwise provided in § 11 or in the case of breach of the confidentiality provisions of this Agreement, no Party will have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages. Under no circumstances will either Party be liable for punitive damages.

## **12.0 DISCLAIMER**

**EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.**

## **13.0 REGULATORY APPROVAL**

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under § 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction, and pursuant to the Change in Law provisions in § 14.0.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

## **14.0 CHANGE IN LAW**

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective

Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may initiate informal dispute resolution under § 16.1 of this Agreement, by providing written notice to the other Party, in order to renegotiate in good faith the affected provisions of this Agreement and amend this Agreement accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. If the Parties fail to reach agreement regarding such new terms and conditions within ninety (90) days of receipt of written notice, either Party may request arbitration by any regulatory authority with jurisdiction.

## **15.0 MISCELLANEOUS**

### **15.1 Authorization**

15.1.1 Wood County Telephone, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

15.1.2 Intrado Inc validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

15.2 Compliance. Each Party will comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by Intrado or Wood County Telephone in compliance with this Agreement, will be deemed to create an agency or joint venture relationship between Intrado and Wood County Telephone, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Intrado or Wood County Telephone in compliance with this Agreement, will create a contractual, agency, or any other type of relationship or third party liability between Intrado and Wood County Telephone end users or others.

15.4 Force Majeure. Neither Party will be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment

failure not caused by a Party's fault or negligence, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected. (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform will give immediate notice to the other Party and will take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event will be abated and will resume without liability thereafter.

15.5 Confidentiality.

15.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement including call detail records and other CPNI that is exchanged between the Parties ("Proprietary Information") will be deemed the property of the Disclosing Party. Proprietary Information, if written, will be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) will be held in confidence by each Receiving Party; (ii) will be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and will be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party will be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with § 15.5.2 of this Agreement.

15.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party will provide the Disclosing Party with at least thirty (30) days written notice of such requirement, where practicable but in any event with reasonable time prior to such disclosure so as to permit the Disclosing Party time to intervene to protect the confidentiality of

the information requested to be disclosed. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party will use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

- 15.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party will return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and will use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

Each Party agrees that the breach of this Confidentiality Agreement may entitle the injured Party to seek equitable relief, including injunctive relief and specific performance. Such remedies will not be exclusive, but will be in addition to all other remedies permitted under this Agreement.

- 15.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims will be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims will be with the Commission, and the exclusive remedy for such claims will be as provided for by such Commission. In all other respects, this Agreement will be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

The terms and conditions of this Agreement will be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change will be effected through good faith negotiations consistent with the Change in Law provisions in § 14.0 of this Agreement.

15.7 Taxes. Each Party purchasing services hereunder will pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts will be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party will furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

15.8 Assignment. This Agreement will be binding upon the Parties and will continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assigns.

15.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a continuing or future waiver of such term, condition, right or privilege.

15.10 Notices.

15.10.1 Notices given by one Party to the other Party under this Agreement will be in writing and will be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

**To: Intrado Inc**

Intrado Inc.  
1601 Dry Creek Dr.  
Longmont, CO 80503  
Attn: Legal Department

**To: Wood County Telephone**

Wood County Telephone  
440 East Grand Avenue  
P.O. Box 8045  
Wisconsin Rapids, WI 54495-8045  
  
Attn: Mr. Douglas Wenzlaff

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Or to such other address as either Party will designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via overnight express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. Mail.

15.10.2 In order to facilitate trouble reporting and to coordinate the repair of interconnection facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party will call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

**24 Hour Network Management Contact:**

For Wood County Telephone:

NOC/Repair: 715-421-8175

For Intrado:

NOC/Repair Contact Number: 720-494-6060

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party will work cooperatively to expedite the clearance of trouble.

15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents will use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

15.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and will be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences will be drawn against either Party.

15.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied will create or be construed to create any third party beneficiary rights hereunder. Except for provisions herein expressly authorizing a

Party to act for another, nothing in this Agreement will constitute a Party as a legal representative or agent of the other Party; nor will a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

- 15.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 15.15 Technology Upgrades. Nothing in this Agreement will limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade will provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party will be solely responsible for the cost and effort of accommodating such changes in its own network.
- 15.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party will be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer or duly authorized employee of each Party.

## **16.0 DISPUTE RESOLUTION**

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 16.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or

relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 16.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party will bear its own costs. The Parties will equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 16.3 Continuous Service. The Parties will continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties will continue to perform their payment obligations including making payments in accordance with this Agreement.

E911 Interconnection Agreement between Wood County Telephone and Intrado Inc.

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

Intrado Inc	Wood County Telephone Telephone, Inc.
By: <u>M</u>	By: <u>[Signature]</u>
Name: <u>Mary Hester</u>	Name: <u>Douglas Wenzlaff</u>
Title: <u>Exec VP</u>	Title: <u>General Manager</u>
Date: <u>1-12-09</u>	Date: <u>12/29/08</u>

Intrado  
[Signature]  
Approved as  
to Form

**APPENDIX A TO WOOD COUNTY TELEPHONE  
E911 Interconnection Agreement with INTRADO**

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

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

### 1. INTRODUCTION

- 1.1 This Appendix (the "Appendix") sets forth terms and conditions for 911 Service Access provided by the Incumbent Local Exchange Carrier, Wood County Telephone Company (ILEC), to Intrado 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) consistent with applicable law.
- 1.2 NENA's I2 or wireless E911-like solutions is a service which enables interconnected entities, including Intrado, 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 or VoIP Carrier E911 Service Access makes available to Intrado only the service configuration purchased by the E911 Authority from ILEC. ILEC shall provide Wireless, VoIP E911 selective routing functions to Intrado as described in this Appendix, in each area in which (i) Intrado is authorized by its customers to provide Interconnected services and (ii) ILEC is the 911 selective routing provider in the area.
- 1.3 The prices at which ILEC agrees to provide Intrado with E911 Service Access is contained in the applicable State Access Services tariff where stated.

### 2. DEFINITIONS

- 2.1 "**911 Call(s)**" means a call made by an Intrado end user by dialing "911"
- 2.2 "**Automatic Location Identification**" or "**ALI**" means the necessary location data stored in the 911 Selective Routing/ALI Database.
- 2.3 "**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,.
- 2.4 "**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.
- 2.5 "**Alternate PSAP**" means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.6 "**Call Back Number**" A number used by the PSAP to re-contact the location from which the 9-1-1 call was placed. The number may or may not be the number of the station used to originate the 9-1-1 call..

- 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 **“Centralized Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from the Intrado switch to an ILEC E911 Selective Router.
- 2.9 **“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 Intrado’s switch to an ILEC 911 Selective Routing Tandem.
- 2.10 **“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.
- 2.11 **“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.
- 2.12 **“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.
- 2.13 **“E911 Service”** means the functionality to route calls and the associated caller and/or location data of the end user to the appropriate Public Safety Answering Point. Various components of the E911 Service are provided by different entities. Intrado is the party with overall responsibility to integrate all the components for its end users’ service.
- 2.14 **“E911 Trunk”** means one-way terminating circuits which provide a trunk-side connection between Intrado’s MSC and ILEC 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.15 **“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).

- 2.16 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.17 **“Emergency Services Gateway (ESGW)”** The Emergency Services Gateway (ESGW) is the signaling and media interworking point between the IP domain and conventional trunks to the E9-1-1 SR that use either Multi-Frequency [MF] or Signaling System #7 [SS7] signaling. The ESGW uses the routing information provided in the received call setup signaling to select the appropriate trunk (group) and proceeds to signal call setup toward the SR using the ESQK to represent the Calling Party Number/Automatic Number Identification (ANI) information.
- 2.18 **“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.
- 2.19 **“Emergency Service Routing Key”** or **“ESRK”**, or **“Emergency Service Query Key”** or **“ESQK”** 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.
- 2.20 **“ESME Emergency Services Message Entity”** The V-E2 interface is between a VPC and the ALI DB. This interface is based on the E2 interface between a wireless Mobile Positioning Center (MPC) and an Emergency Services Message Entity (ESME) described in NENA-05-0019, which is in turn based on TIA J-STD-036-B. This document provides incremental requirements, describing the differences from NENA 05-001.
- 2.21 **“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.
- 2.22 **“Meet Point”** means the demarcation between the ILEC network and the Intrado network.
- 2.23 **“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.
- 2.24 **“NENA Company Identifier”** or **“NENA Company ID”** means a three to five (3 to 5) character identifier chosen by Intrado that distinguishes the entity providing dial tone to the end user. The NENA Company ID is maintained by NENA in a nationally accessible database.
- 2.25 **“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.

- 2.26 **“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.
- 2.27 **“Pseudo Automatic Number Identification (pANI)”** is a 10-digit telephone number used to support routing of wireless or VoIP 911 Calls. See 2.19
- 2.28 **“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.
- 2.29 **“Service Provider”** means an entity that provides one or more of the following 911 elements; network, database, or customer-provided equipment.
- 2.30 **“Shell Record”** means a partial ALI record which requires a dynamic update of the ESRK or ESQK, Call Back Number, and location data for a deployment. The dynamic update requires input from the carrier's network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.31 **“VoIP Positioning Center (VPC)”** The VoIP Positioning Center (VPC) is the element that provides routing information to support the routing of VoIP emergency calls, and enables delivery of location information to the PSAP over the existing ALI DB infrastructure.

### 3 SCOPE OF AGREEMENT

- 3.1 E911 Service components are provided by several different providers in the Wood County Telephone service territory. ILEC provides the Selective Routing functions and transport of the 911 Calls within the ILEC service territory. Intrado maintains the ALI database containing customer locations. Intrado provides the information required to locate the E911 Call origination. This Appendix is limited to the arrangements between Intrado and ILEC. ILEC is only responsible for the Selective Routing and transport functions it provides to Intrado. Intrado is responsible for the ESGW(s) and the carriage of the facilities to the Selective Router of Wood County. Intrado is responsible for the V-e2 interface between the VPC and the ALI database as well as its proper operation. Intrado is the overall E911 Service Provider who will integrate the 911 components provided by the various subcontractors.

### 4 ILEC RESPONSIBILITIES

- 4.1 Wood County Telephone shall provide and maintain such equipment at the E911 SR as is necessary to perform the overall E911 Services set forth herein when Wood County Telephone is the E911 SR provider. Wood County Telephone shall provide

911 Service to Intrado in areas where Intrado is licensed to provide service and Wood County Telephone provides the 911 System components. In such situations, Wood County Telephone shall provide Intrado access to the Wood County Telephone 911 SR and transport as described in this section.

#### 4.2 Call Routing

4.2.1 Wood County Telephone will route 911 calls from the Wood County Telephone SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP and location information provided by Intrado in the signaling. Alternate PSAPs not subscribing to the appropriate wireless or VoIP i2 standards may not be able to provide all features associated with the primary PSAP.

4.2.2 If Intrado incorrectly routes the 911 to Wood County Telephone SR, Wood County Telephone will default route the call to the Wisconsin Rapids Sheriffs department.

#### 4.3 Facilities and Trunking

4.3.1 Wood County Telephone shall provide and maintain sufficient dedicated E911 trunks from Wood County Telephone'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 Intrado's order, Wood County Telephone will provide, and Intrado agrees to pay for, transport facilities required for establishing interconnection to the Wood Co SR. Except as provided in Section 8.1, transport facilities shall be governed by the applicable Wood County Telephone Access Services tariff. If diversely routed facilities are requested, the diverse routes may require transport to be provisioned by Wood County Telephone and other third parties. Wood County Telephone will provide such diversity where technically feasible, at standard tariff rates for diverse routing. Intrado is responsible for sizing the trunks from Intrado to the Wood County Telephone SR.

4.3.3 Wood County Telephone and Intrado will work cooperatively to test all trunks and facilities between Intrado's network and the Wood County Telephone SR(s) at a mutually agreed upon schedule.

4.3.4 Intrado is responsible for testing and isolating troubles to the Wood County Telephone SR or transport prior to reporting a trouble to Wood County Telephone. If Intrado reports a trouble on the 911 service to Wood County Telephone and no trouble actually exists on the ILEC portion of the service, either Party may charge the other Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by Wood County Telephone in order to confirm the working status.

- 4.3.5 Once a problem in the 911 network is reported, the Wood County Telephone will take actions to repair any troubles expeditiously.

## 5 INTRADO RESPONSIBILITIES

### 5.1 Call Routing

- 5.1.1 Where **Wood County Telephone** is the 911 System Service Provider, Intrado will route 911 calls from Intrado's **network** to the **Wood County Telephone** SR office of the 911 system.

### 5.2 Facilities and Trunking

- 5.2.1 Where specified by the E911 Authority, Intrado shall provide or order from ILEC, transport and trunk termination to each **Wood County Telephone** 911 SR that serves the areas in which Intrado will provide service.
- 5.2.2 Intrado shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between Intrado and the **Wood County Telephone SR**
- 5.2.3 Intrado is responsible for determining the proper quantity of trunks and transport facilities from the Intrado network to interconnect with the **Wood County Telephone 911 SR**.
- 5.2.4 Intrado acknowledges that its end users in a single local calling scope may be served by different SRs and Intrado shall be responsible for providing facilities to route 911 calls from its end users to the proper E911 SR.
- 5.2.5 Intrado shall provide one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from Intrado to each **Wood County Telephone 911 Selective Router**, where applicable.
- 5.2.6 Intrado is responsible for appropriate diverse facilities if required by applicable Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 Services.
- 5.2.7 Intrado shall engineer its 911 trunks to maintain a grade of service as specified by the Wisconsin Public Utilities Commission.
- 5.2.8 Intrado is responsible for ordering and provisioning the V-e2 interface between the VPC and the **Wood County Telephone ALI** database provided by others than Wood County. The proper operation of this interface is also the responsibility of Intrado.

- 5.2.9 Intrado shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Intrado's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Intrado shall request additional circuits from **Wood County Telephone**.
- 5.2.10 Intrado will cooperate with **Wood County Telephone** to promptly test all 911 trunks and facilities between Intrado's network and the **Wood County Telephone** 911 Selective Router(s) to assure proper functioning of 911 services. Intrado agrees that it will not pass live 911 traffic until all Parties complete successful testing.
- 5.2.11 Intrado is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to **Wood County Telephone** Point of interconnection. Intrado is responsible for advising **Wood County Telephone** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **Wood County Telephone** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **Wood County Telephone** will refer network trouble to Intrado if no defect is found in **Wood County Telephone's** 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

### 5.3 Database

- 5.3.1 All i2 specified interfaces between the Intrado network and the **Wood County Telephone** ALI and MSAG databases are the direct responsibility of Intrado. Wood County is not involved in the process
  - 5.3.1.1 Intrado shall directly contact and arrange the proper interfaces between their network and the PSAP for proper i2 type network operation for VSP.
  - 5.3.1.2 Intrado shall directly contact and arrange the proper interfaces between their network and the ESME providing both the ALI and MSAG database for proper i2 type network operation for VSP.
  - 5.3.1.3 Intrado is responsible for coordinating their input E911 DBMS for the initial loading and updating of Intrado ALI records if required.
  - 5.3.1.4 **Wood County Telephone's** ALI database shall accept electronically transmitted files in the NENA standard format.

### 5.4 Other

- 5.4.1 Neither Intrado nor Wood County Telephone is responsible for collecting from its end users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on wireless service providers and/or end users by any municipality or other governmental entity within whose boundaries Intrado provides CMRS.
- 5.4.2 Intrado will provide all coordination between all entities involved in providing E911 services in this area to ensure that all entities agree as to the method of operations that will be employed.
- 5.4.3 Intrado will ensure that proper testing takes place prior to placing Intrado's customers' 911 traffic onto Intrado's circuits to Wood Co Tel.
- 5.4.4 Intrado will secure final approval from appropriate E911 governmental authorities prior to turning up live service for Intrado's customers services.

## **6 RESPONSIBILITIES OF BOTH PARTIES**

- 6.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the Intrado to the designated *Wood County Telephone* 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 Commission rules and regulations, any requirements imposed by any governmental authority other than the Commission, (ii) the terms and conditions of Wood County Telephone's applicable Commission-ordered tariff(s)..

## **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) consistent with applicable law.

## **9 BASIS OF COMPENSATION**

- 9.1 Intrado shall compensate Wood County Telephone Company for the elements described in the pricing Exhibit at the rates set forth in the Pricing Exhibit. 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 Intrado's network and Wood County Telephone.

## 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 to the extent caused by Wood County Telephone's gross negligence, recklessness or intentional misconduct and as otherwise provided, ILEC shall not be liable to Intrado 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 Wood County Telephone 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 Intrado until service is restored.
- 10.2 Intrado'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 to the extent caused by Wood County Telephone ILEC's gross negligence, recklessness or intentional misconduct and as otherwise provided, Intrado shall not be liable to Wood County Telephone 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 Intrado 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 Wood County Telephone until service is restored.
- 10.3 Notwithstanding Sections 10.1 and 10.2, 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 the Indemnifying Party's gross negligence, recklessness or intentional misconduct, whether suffered, made, instituted or asserted by the Indemnifying Party, 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 the Indemnifying Party, its end users or others.

**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 this Appendix which are legitimately related to such interconnection, service or network element.

**PRICING EXHIBIT**

**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 Wisconsin State Access Tariff for Wood County Telephone Company.