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March 25, 2003

FILED

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**Missouri Public
Service Commission**

Secretary
Missouri Public Service Commission
P. O. Box 360
200 Madison Street
Jefferson City, MO 65102

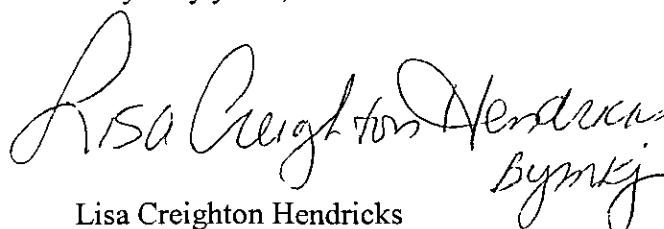
In Re: Southwestern Bell Telephone Company/Sprint Spectrum L.P. Interconnection
and Reciprocal Compensation Agreement
Case. No. TO-98-29

Dear Mr. Secretary:

Pursuant to the Commission's order in the above matter, please find enclosed an original and 8(eight) copies of an Amendment to the Interconnection and Reciprocal Compensation Agreement By and Between Southwestern Bell Telephone Company and Sprint Spectrum L.P. The original agreement was approved by the Commission on October 20, 1997. I would appreciate if you would file the same and return a file-stamped copy of the letter to me.

Thank you for your assistance. If you have any questions, please contact me at 913-315-9363.

Very truly yours,


Lisa Creighton Hendricks

LCH:mkj
Enclosures

**AMENDMENT TO
AGREEMENT FOR INTERCONNECTION AND RECIPROCAL
COMPENSATION**

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

SPRINT SPECTRUM, L.P.,

FILED

MAR 25 2003

MISSOURI

Missouri Public
Service Commission

This Amendment is entered into this 24th day of February, 2003, by and between Southwestern Bell Telephone Company, a Arkansas corporation with offices located at One Bell Center, St. Louis, Missouri 63101 (SWBT) ¹("Telco") and Sprint Spectrum L.P., as General Partner and agent for WirelessCo, L.P., a Delaware Limited Partnership with its offices at 6200 Sprint Parkway, Overland Park, Kansas, 33251 ("Carrier") (collectively, the "Parties") for the state of Missouri.

WHEREAS, Telco and Carrier (collectively, the "Parties") have entered into an Agreement in the state of Missouri known as "Agreement for Interconnection and Reciprocal Compensation" by and between Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company and Sprint Spectrum L.P., a Delaware limited partnership, as agent and general partner for WirelessCo, L.P., a Delaware limited partnership.

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

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

1. The following appendix, attached hereto, is made a part of the Interconnection Agreement: Appendix - Wireless Emergency Number Service Access (E9-1-1)

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

3. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and together shall constitute one document.

4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").

proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights Telco reserves its right to exercise its option at any time in the future to adopt on a date specified by Telco the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the Missouri Corporation Commission and shall become effective ten (10) days following approval by such Commission.

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

Sprint Spectrum L.P., as General Partner
and agent for WirelessCo, L.P.,
a Delaware limited partnership.,

By: Name: John D. Weyforth

(Print or Type)

Title: Manager CIM

(Print or Type)

Date: 2/10/03

Southwestern Bell Telephone, L.P.,
d/b/a Southwestern Bell Telephone Company,
by SBC Telecommunications, Inc.,
its authorized agent

By: Name: Mike Auinbauh

(Print or Type)

Title: For/ President-Industry Markets

Date: FEB 24 2003

AECN/OCN # _____

APPENDIX – WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)**TERMS AND CONDITIONS FOR PROVIDING WIRELESS EMERGENCY NUMBER SERVICE ACCESS (E9-1-1)****1. INTRODUCTION**

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

- 1.6 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.9 The prices at which **SBC-13STATE** agrees to provide Carrier with E911 Service are contained in Exhibit - Pricing and/or the applicable state access tariff where stated.

2. DEFINITIONS

- 2.1 "911 Call(s)" means a call made by an Carrier's Wireless Customer by dialing "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
- 2.2 "Automatic Location Identification" or "ALI" means the Automatic Location Identification Database that provides location information to PSAPs as 9-1-1 calls are processed.
- 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, and Cell Site/Sector Information.
- 2.4 "Automatic Number Identification" or "ANI" means a signaling parameter which 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 Customer Premise Equipment (CPE) for display.
- 2.5 "Call path Associated Signaling" or "CAS" means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Call Back Number and the caller's location to the PSAP.
- 2.6 "CAMA" means Centralized Automatic Message Accounting (MF signaling parameter).
- 2.7 "Call Back Number" means the MIN or MDN, whichever is applicable, of an

Carrier Wireless End User who has made a 911 Call, which may be used by the PSAP to call back the Carrier Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.

- 2.8 "Cell Sector" means a geographic area defined by Carrier (according to Carrier's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.9 "Cell Sector Identifier" means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.10 "Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by an Carrier's Wireless Customer, and which may also include additional information regarding a Cell Sector.
- 2.11 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.12 **"Common Channel Signaling/Signaling System 7 Trunk (CCS/SS7 Trunk or SS7 Signaling)"** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from Carrier's switch to an **SBC-13STATE** 911 Selective Routing Tandem.
- 2.13 "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 Automatic Location Identification for 911 systems.
- 2.14 "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.
- 2.15 "E911 Customer" 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 delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

- 2.16 "E911 Service" means an emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, ANI and ALI.
- 2.17 "E911 Trunk" means one-way terminating circuits which provide a trunk-side connection between Carrier's MSC and SBC-13STATE 911 Tandem equipped to provide access to 911 services as technically defined in Bellcore Technical Reference GR145-CORE.
- 2.18 "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 Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).
- 2.19 "Emergency Services" means police, fire, ambulance, rescue, and medical services.
- 2.20 "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific cell site and/or cell sector within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.21 INTENTIONALLY LEFT BLANK
- 2.22 "Hybrid CAS" means a SBC-13STATE wireless 9-1-1 solution set that utilizes the transmission path to deliver the voice and Call Back Number to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.23 "Mobile Directory Number" or "MDN" means a 10-digit dialable directory number used to call a Wireless Handset.
- 2.24 "Mobile Identification Number" or "MIN" means a 10-digit number assigned to and stored in a Wireless Handset.

- 2.25 “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.
- 2.26 Non-Call path Associated Signaling (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 Call Back Number and the caller’s location to the PSAP.
- 2.27 Phase I – as defined in CC docket 94-102. Phase I data includes the call back number and the associated 911 ALI.
- 2.28 Phase II – as defined in CC docket 94-102 Phase II data includes XY coordinates, confidence factor and certainty.
- 2.29 “Public Safety Answering Point” or “PSAP” means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.30 “Pseudo Automatic Number Identification (pANI)” A ten (10) digit number used to support routing of wireless 9-1-1 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed.
- 2.31 “Selective Routing” or “SR” means the routing of a 911 call to the designated PSAP based upon the originating location of the 911 call. Selective routing is controlled by the ESN associated with the originating cell site and/or cell sector.
- 2.32 “Wireless Handset” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **SBC-13STATE RESPONSIBILITIES**

- 3.1 **SBC-13STATE** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **SBC-13STATE** is the 911 service provider. **SBC-13STATE** shall provide 911 Service to Carrier in areas where Carrier is licensed to provide service and **SBC-13STATE** is the 911 service provider. This shall include the following:
- 3.2 Call Routing

- 3.2.1 Carrier will transport 911 calls from each Carrier MSC to the SR office of the E911 system, where SBC-13STATE is the 911 network service provider.
- 3.2.2 SBC-13STATE will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.
- 3.2.3 Where SBC-13STATE is the ALI Database Provider all ALI queries will be directed to the SBC database for ALI lookup.

3.3 Facilities and Trunking

- 3.3.1 SBC-13STATE shall provide and maintain sufficient dedicated E911 circuits from SBC-13STATE's SR's to the PSAP, according to provisions of the applicable state tariff and documented specifications of the E911 Customer.
- 3.3.2 After receiving Carrier's order, SBC-13STATE will provide, and Carrier agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable SBC-13STATE access tariff. Additionally, when diverse facilities are requested by Carrier, SBC-13STATE will provide such diversity where technically feasible, at standard tariff rates.
- 3.3.3 SBC-13STATE and Carrier will cooperate to promptly test all trunks and facilities between Carrier's network and the SBC-13STATE SR(s).
- 3.3.4 SBC-13STATE will be responsible for the coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point.

3.4 Database

- 3.4.1 Where SBC 13-STATE is the 911 Service Provider, and Carrier or it's agent deploys a CAS, Hybrid-CAS or NCAS Solution utilizing SBC 13-STATE E911 DBMS:

3.4.1.1 SBC 13-STATE shall store the Carrier or it's agents ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 SBC 13-STATE shall coordinate access to the SBC-13 STATE E911 DBMS for the initial loading and updating of Carrier or it's agent ALI records.

3.4.1.3 SBC 13-STATE's ALI database shall accept electronically transmitted files that are based upon NENA Standards.

3.4.1.4 SBC-13 STATE will then provide Carrier or it's agent an error and status report based on the transmitted files. This report will be provided in accordance with the methods and procedures described in the documentation to be provided to the Carrier or it's agent by SBC-13 STATE.

4. CARRIER RESPONSIBILITIES

4.1 Call Routing

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

4.1.2 Depending upon the wireless E911 solution used and the type of interconnection between the MSC and the selective router, Carrier will forward either the pANI or both the pANI and Call Back Number associated with the 911 call to the SBC-13STATE 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Customer, Carrier shall provide or order from SBC-13STATE, transport and trunk termination to each SBC-13STATE 911 Selective Router that serves the areas in which Carrier is licensed to and will provide CMRS service.

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

4.2.3 Carrier shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 emergency service calls from the Carrier's MSC to each SBC-13STATE 911 Selective Router, where applicable. Where SS7 connectivity is available, supports the wireless E911 solution

used and is required by the applicable PSAP, the Parties agree to implement CCStrunks rather than CAMA (MF) trunks.

- 4.2.5 Customer is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.6 Carrier shall engineer its 911 trunks to meet the specifications of the E911 Customer.
- 4.2.7 Carrier shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Carrier's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Carrier shall request additional circuits from SBC-13STATE.
- 4.2.8 Carrier will cooperate with SBC-13STATE to promptly test all 911 trunks and facilities between Carrier's network and the SBC-13STATE 911 Selective Router(s) to assure proper functioning of 911 service. Carrier agrees that it will not pass live 911 traffic until successful testing is completed by both parties.
- 4.2.9 Carrier is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to Carrier's facility meet point. Carrier is responsible for advising SBC-13STATE of the circuit identification and the fact that the circuit is a 911 circuit when notifying SBC-13STATE of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE will refer network trouble to Carrier if no defect is found in SBC-13STATE's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3 Database

- 4.3.1 Where SBC-13STATE is the 911 Service Provider, and Carrier deploys a CAS or Hybrid CAS solution utilizing SBC-13STATE E911 DBMS.
 - 4.3.1.1 Carrier or its agent shall be responsible for providing Carrier's ALI records to SBC-13STATE, for inclusion in SBC-13STATE's DBMS on a timely basis, once E911 trunking has been established and tested between carrier's MSC and all appropriate SRS.

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

4.3.1.3 Carrier shall adopt use of a Company ID on all Carrier ALI Records in accordance with NENA standards. The Company ID is used to identify the originating carrier.

4.3.1.4 Carrier or its agent is responsible for providing updates to SBC-13STATE ALI database; in addition, carrier or its agent is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where SBC-13STATE is the 911 Service Provider, and Carrier deploys an NCAS solution:

4.3.2.1 Carrier's designated third-party provider shall perform the above database functions.

4.3.2.2 Carrier's designated third party shall be responsible for ensuring Carrier's Shell Records for ALI are submitted to SBC-13STATE, for inclusion in SBC-13STATE's DBMS on a timely basis, once E911 trunking has been established and tested between Carrier's MSC and all appropriate SRs.

4.3.2.3 Carrier's third party agent shall provide initial and ongoing updates of Carrier's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

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

4.4.2 Upon receipt of a valid E911 Phase II PSAP request, Carrier understands and agrees that they will notify the appropriate SBC-13STATE representative to initiate a planning meeting that will start the implementation process. This request will be made in order to comply with locally agreed to methods and procedures.

5. RESPONSIBILITIES OF BOTH PARTIES

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

6. METHODS AND PRACTICES

- 6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of SBC-13STATE's applicable state access tariff(s) and (iv) where mutually agreed between the 911 Customer, SBC-13STATE and Carrier the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

- 7.1 The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.
- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and Carrier.

8. BASIS OF COMPENSATION

- 8.1 Rates for access to E911 Services are set forth in Exhibit - Pricing are interim rates, and are effective only until final rates are approved by the Commission and tariffed, where applicable. If the final rates are tariffed, such final tariffed rates shall automatically supersede the interim rates on a going forward basis. If the final rates are not required to be tariffed, the Parties agree to amend Exhibit - Pricing to incorporate the final rates consistent with the Commission order.
- 8.2 Charges for E911 Service shall begin on the completion date of trunk and facility orders.

9. LIABILITY

- 9.1 SBC-13STATE's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. SBC-13STATE shall not be liable to Carrier, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the

provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **SBC-13STATE** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from Carrier until service is restored.

- 9.2 Carrier's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event Carrier provides E911 Service to **SBC-13STATE**, Carrier shall not be liable to **SBC-13STATE**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Carrier has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **SBC-13STATE** until service is restored.
- 9.3 Carrier agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss arising out of **SBC-13STATE**'s provision of E911 Service hereunder or out of Carrier's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by Carrier, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Carrier, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.
- 9.4 Carrier also agrees to release, indemnify, defend and hold harmless **SBC-13STATE** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **SBC-13STATE**.

10. MUTUALITY

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

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 11.1 This Agreement (including all attachments hereto), and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in this Agreement (including all attachments hereto) that are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the Terms and Termination provisions of this Agreement are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder.

EXHIBIT - PRICING**MISSOURI PRICING – W911**

Trunk Charge per Trunk:

Monthly \$ 85.00

Non-Recurring \$ 170.00

Facility rates can be found in the State Special Access Tariff.

OKLAHOMA PRICING – W911

Trunk Charge per Trunk:

Monthly \$ 33.22

Non-Recurring \$ 110.00

Facility rates can be found in the State Special Access Tariff.

KANSAS PRICING – W911

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

Facility rates can be found in the State Special Access Tariff.

ARKANSAS PRICING – W911

Trunk Charge per Trunk:

Monthly \$ 22.86

Non-Recurring \$ 312.00

Facility rates can be found in the State Special Access Tariff.

TEXAS PRICING – W911

Trunk Charge per Trunk:

Monthly \$ 39.00

Non-Recurring \$ 165.00

Facility rates can be found in the State Special Access Tariff.

CALIFORNIA PRICING – W911

Trunk Charge per Trunk:

Monthly	\$ 23.02
Non-Recurring	
Initial	\$ 856.00
Additional	553.00

Facility rates can be found in the State Special Access Tariff.

NEVADA PRICING – W911

Trunk Charge Per Trunk:

Monthly Recurring	Non-Recurring
\$0.00	\$960.00

Facility rates can be found in the State Special Access Tariff.

ILLINOIS PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 18,913.00
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DS1 Charge

Monthly	\$ 301.00
Non-Recurring	\$ 422.00

MICHIGAN PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 17,761.00
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DS1 Charge

Monthly	\$ 301.00
Non-Recurring	\$ 422.00

INDIANA PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 13,467.00
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DS1 Charge

Monthly	\$ 301.00
Non-Recurring	\$ 422.00

WISCONSIN PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 27,088.00
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DS1 Charge

Monthly	\$ 301.00
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Non-Recurring	\$ 422.00
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OHIO PRICING – W911

911 Service Establishment Charge – per SR

Non-Recurring	\$ 16,633.00
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DS1 Charge

Monthly	\$ 301.00
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Non-Recurring	\$ 422.00
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