

PHASE I E9-1-1 SERVICE AGREEMENT

This Phase I E9-1-1 Service Agreement, including all Attachments appended hereto (“Agreement”), is entered into as of _____, 199__ (the “Effective Date”), by and between _____ a governmental entity established and operated pursuant to Texas Health & Safety Code Chapter 771 or 772, as amended (9-1-1 Governmental Entity) and _____, a _____ corporation (WSP), for the installation and provision of Phase I E9-1-1 Service, in compliance with the FCC Order, as defined in Article I, paragraph 19 hereof.

RECITALS

A. Pursuant to the FCC Order, the FCC requires cellular and Broadband PCS licensees and certain other wireless licensees to initiate action for the provision of Phase I E9-1-1 service, which will enable such licensees to relay a caller’s mobile directory number information and the location of a cell site receiving a 9-1-1 call to the designated PSAP.

B. 9-1-1 Governmental Entity and WSP acknowledge that pursuant to the FCC Order, Phase I E9-1-1 service requirements apply to a cellular or Broadband PCS licensee in an area if (1) the 9-1-1 Governmental Entity requests such service in writing from the licensee, (2) the relevant public safety answering point(s) (PSAPs) in that area are capable of receiving and utilizing the data elements associated with such service, and (3) a mechanism for the recovery of reasonable costs relating to the provision of such service is in place.

C. 9-1-1 Governmental Entity has (1) requested Phase I E9-1-1 Service in writing from WSP for each PSAP in the 9-1-1 Governmental Entity’s jurisdiction, (2) represented and warranted that the PSAPs are capable of receiving and utilizing the data elements associated with Phase I E9-1-1 Service, and (3) represented and warranted that 9-1-1 Governmental Entity has in place a mechanism for the recovery of reasonable costs relating to the provision of Phase I E9-1-1 Service.

D. 9-1-1 Governmental Entity and WSP wish to implement Phase I E9-1-1 Service according to the terms and conditions described herein and in accordance with the FCC Order.

In consideration of these premises and the mutual covenants and agreements hereinafter contained, the Parties hereby covenant and agree as follows:

The Attachments attached to and hereby incorporated into this Agreement are:

- | | |
|---------------|---|
| Attachment 1. | Phase I E9-1-1 Wireless Service Work Plan (the Work Plan) |
| Attachment 2. | Phase I Service Contacts List |
| Attachment 3. | Fees Schedule |
| Attachment 4. | Standards |

ARTICLE I—DEFINITIONS

For the purposes of this Agreement (including all Attachments appended hereto), all capitalized terms shall be defined as set forth below or as otherwise defined in this Agreement:

1. 9-1-1 call
A call made by a Wireless End User utilizing WSP's wireless network, initiated by dialing "9-1-1" (and, as necessary, pressing the "Send" or analogous transmitting button) on a Wireless Handset.
2. 9-1-1 Operator
The PSAP operator receiving 9-1-1 calls.
3. 9-1-1 Network Provider
The current operator of the selective router that provides the interface to the PSAP for 9-1-1 service.
4. Activation
The act of "turning on," or activating, Phase I E9-1-1 Service for live use through WSP's network in a Phase I E9-1-1 Service Area, as described in the Work Plan attached to this Agreement .
5. Activation Date
The date on which Activation takes place in a Phase I E9-1-1 Service Area, as described in the Work Plan.
6. Affiliate
With respect to a Party, any individual or entity that directly or indirectly controls, is controlled by or is under common control with that Party.
7. Automatic Location Identification (ALI) Database
A computer database used to update the Call Back Number information of Wireless End Users and the Cell Site/Sector Information.
8. Basic Trading Area (BTA)
A geographic area used by the FCC as described in 47 C.F.R. §24.202 of the rules and regulations of the FCC in defining Broadband PCS service areas, which areas are based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39.
9. Broadband PCS
Broadband Personal Communications Service or its equivalent, as described in Part 24 of Title 47 of the rules and regulations of the FCC, subpart E, as amended from time to time.
10. Call Back Number
The MIN or MDN, whichever is applicable, of a Wireless End User who has made a 9-1-1 call, which usually can be used by the PSAP to call back the Wireless End User if a 9-1-1 call is disconnected. In certain situations, the MIN or MDN forwarded to the PSAPs may not provide the PSAP with information necessary to call back the Wireless End User making the 9-1-1 call, including, but not limited to, situations affected by illegal use of Service (such as fraud, cloning, and tumbling).
11. Cell Site
A WSP radio base station in the WSP Wireless Network that receives and transmits wireless communications initiated by or terminated to a Wireless Handset, and links such telecommunications to the WSP's network.
12. Cell Sector
An area, geographically defined by WSP (according to WSP's own radio frequency coverage data), and consisting of a certain portion of all of the total coverage area of a Cell Site.
13. Cell Site/Sector Information
Information that indicates, to the receiver of the information, the location of the Cell site receiving a 9-1-1 call initiated by an Wireless End User, and which may also include additional information regarding a Cell Sector.

14. Cell Sector Identifier
The unique numerical designation given to a particular Cell Sector that identifies that Cell Sector.
15. Cellular Service
Cellular Radiotelephone Service, Cellular Service or its equivalent, as described in Part 22 of Title 47 of the rules and regulations of the FCC, subpart H, as amended from time to time.
16. Emergency Service Number (ESN) Routing Codes
A number stored by the selective router used to route a call to a particular PSAP.
17. Emergency Service Routing Digits (ESRD)
A routing number translated from the Cell Sector Identifier that routes the 9-1-1 call to the appropriate PSAP. This number is further used as the search-key for the corresponding Host ALI Record.
18. FCC
The Federal Communications Commission.
19. FCC Order
The Federal Communications Commission Report and Order in CC Docket No. 94-102, the Memorandum Opinion and Order and any subsequent orders in that FCC proceeding.
20. 9-1-1 Governmental Entity
The 9-1-1 provider as defined in Texas Health and Safety Code Chapters 771 and 772.
21. Host ALI Records
Templates from the ALI Database that identify the Cell Site location and the Call Back Number of the Wireless End User making a 9-1-1 call.
22. Major Trading Area (MTA)
A geographic area used by the FCC as described in 47 C.F.R. §24.202 of the rules and regulations of the FCC defining Broadband PCS service areas, which areas are based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd Edition, at pages 38-39.
23. Metropolitan Statistical Area (MSA)
A geographic area used by the FCC as described in 47 C.F.R. §22.909 of the rules and regulations of the FCC in connection with Service.
24. Mobile Directory Number (MDN)
A 10-digit dialable directory number used to call a Wireless Handset.
25. Mobile Identification Number (MIN)
A 10-digit number assigned to and stored in a Wireless handset.
26. Mobile Switching Center (MSC)
A switch that provides stored program control for wireless call processing.
27. Party or Parties
The term "Party" shall refer to WSP and 9-1-1 Governmental Entity, individually. The term "Parties" shall refer to WSP and 9-1-1 Governmental Entity collectively.
28. Phase I E9-1-1 Service
The service, specifically described in Article II of this Agreement, that WSP shall provide to 9-1-1 Governmental Entity pursuant to the terms and conditions of this Agreement.
29. Phase I E9-1-1 Service Area(s)
Those geographic portions of a 9-1-1 Governmental Entity Jurisdiction in which WSP is licensed to provide Service. Collectively, all such geographic portions of the 9-1-1 Governmental Entity's Jurisdiction subject to this Agreement shall be referred to herein as the "Phase I E9-1-1 Service Areas"
30. 9-1-1 Governmental Entity Jurisdiction
As defined in applicable law, Texas Health and Safety Code Chapters 771 and 772, the geographic coverage area in which a 9-1-1 Governmental Entity provides emergency 9-1-1 service; such area is described in maps and information to be provided by 9-1-1 Governmental Entity pursuant to the procedures set forth in the Work Plan .

31. Public Safety Answering Point (PSAP)
A 24-hour communications facility established as an answering location for 9-1-1 calls originating within a given service area, as further defined in applicable law Texas Health and Safety Code Chapters 771 and 772.
32. Recommendation for Delay
A written statement of WSP stating that, based on the results of the verification procedures completed as of the date of notice, Phase I E9-1-1 Service, in a relevant Phase I E9-1-1 Service Area (and/or in related Phase I E9-1-1 Service Areas), should be delayed in that Phase I E9-1-1 Service Area past the scheduled Activation Date.
33. Rural Service Area (RSA)
A geographic area used by FCC as described in 47 C.F.R. §22.909 of the rules and regulations of the FCC in connection with Service.
34. Service Control Point (SCP)
A centralized database system used for, among other things, wireless Phase I E9-1-1 Service applications. It specifies the routing of 9-1-1 calls from the Cell Site to the PSAP. This hardware device contains special software and data that includes all relevant Cell Site locations and Cell Sector Identifiers.
35. Selective Router
A switching office placed in front of a set of PSAPs that allows the routing of 9-1-1 calls based on the ESRD assigned to the call.
36. Service
Depending upon the geographic area in which it is being provided, Cellular Service or Broadband PCS, as described in 47 C.R.F. Part 22, subpart H, and 47 C.F.R. Part 24, subpart E, respectively, of the rules and regulations of the FCC, as amended.
37. Vendor
A third party used by either the 9-1-1 Governmental Entity or WSP to provided services hereunder.
38. Wireless Handset
The wireless equipment used by a Wireless End User to originate wireless telephone calls or to receive wireless telephone calls.
39. WSP
The named wireless service provider and all its affiliates (collectively referred to as "WSP").
40. WSP Subscribers
Wireless telephone customers who subscribe to the Service of WSP and have a billing address within a 9-1-1 Governmental Entity Jurisdiction.
41. Wireless End User
Any person or entity receiving Service on a WSP Wireless System.
42. WSP Wireless System
Those mobile switching facilities, Cell sites, and other facilities that are used to provide Service in an MSA, RSA, MTA or BTA (or portion thereof).
43. WSP Wireless Network
Those MSCs, cell sites, and other facilities that are used to provide Service in an MSA, RSA, MTA or BTA (or portion thereof) included in the Phase I E9-1-1 Service Area.

ARTICLE II—PHASE I E9-1-1 SERVICE

"Phase I E9-1-1 Service" shall mean the service by which WSP delivers to the designated PSAP the Wireless End User's Call Back Number and Cell Site/Sector Information when a Wireless End User has made a 9-1-1 call. WSP agrees to implement and provide Phase I E9-1-1 Service to 9-1-1 Governmental Entity as requested and agreed to in the Attachment 1, the Phase I E9-1-1 Wireless Service Work Plan and according to the Standards set forth in Attachment 4.

ARTICLE III—COSTS AND REIMBURSEMENT

9-1-1 Governmental Entity acknowledges that WSP will incur costs in installing, testing, providing and maintaining Phase I E9-1-1 Service to 9-1-1 Governmental Entity and, as mandated by the FCC Order, hereby agrees to reimburse WSP for reasonable costs incurred by WSP in accordance with the provisions of this Article III. 9-1-1 Governmental Entity represents and warrants that a mechanism necessary for 9-1-1 Governmental Entity to reimburse WSP for reasonable costs as provided in this Article III is already in place and complies with all federal, state and local laws and regulations. Attachment 3, Fee Schedule, sets forth the agreed upon payment plans hereunder for reimbursable costs and amounts.

ARTICLE IV—TERM AND TERMINATION

A. Term

The initial term of this Agreement shall commence on the Effective Date hereof and continue for a period of _____years (subject to appropriations and availability of encumbered funds), unless earlier terminated as provided in Section IV.B hereof or elsewhere in the Agreement. Thereafter, this Agreement shall automatically renew for up to four (4) successive terms of ____years each (subject to appropriations and availability of encumbered funds), unless and until either Party gives the other Party sixty (60) days advance written notice of termination prior to the conclusion of the then-current term, or unless earlier terminated as provided in Section IV.B hereof or elsewhere in the Agreement.

B. Modification and Termination

In addition to any rights of the Parties to modify or terminate this Agreement found elsewhere in this Agreement, the Parties may modify or terminate this Agreement before the end of the then-current term under the following circumstances:

1. WSP may modify this Agreement:

- a. Upon sixty (60) days written notice to 9-1-1 Governmental Entity, if there is a change in law, rule or regulation where, as a result of such change, the obligations of or the restrictions upon WSP in providing Phase I E9-1-1 Service are significantly reduced, eliminated or changed. Modification(s) made pursuant to this subsection shall be limited to those necessary to make this Agreement consistent with the reduced, eliminated or changed obligations of WSP resulting from the change in law, rule or regulation; or
- b. Upon sixty (60) days written notice to 9-1-1 Governmental Entity, if WSP should sell or otherwise dispose of all or a part of its interest in any of its Affiliates or their related WSP Wireless System that will assist in WSP's provision of Service in the 9-1-1 Governmental Entity Jurisdiction. Upon such an event, this Agreement may be modified only as appropriate to reflect such purchase, sale or disposition.

2. Either WSP or 9-1-1 Governmental Entity may terminate this Agreement upon a material breach of this Agreement by the other Party, which breach remains uncured for sixty (60) days after written notice of the breach by the non-breaching Party.
3. This Agreement shall terminate immediately, unless the Parties agree otherwise in writing, upon the occurrence of the following:
 - a. Mutual agreement of the Parties to terminate this Agreement set forth in writing and executed by both Parties; or
 - b. Execution of a written agreement between the Parties for Phase II E9-1-1 Service, exclusive of trial agreements.

ARTICLE V—CONFIDENTIAL INFORMATION

The Parties hereby agree to abide by the confidentiality provisions set forth in applicable Texas law, especially as provided for in Texas Health and Safety Code §771.061 and §771.0711. To the extent permitted by law, the 9-1-1 Governmental Entity shall keep confidential information provided by WSP and identified as proprietary or confidential. Upon receiving a request for any WSP confidential information, the 9-1-1 Governmental Entity shall request an Attorney General Open Records Decision pursuant to the Texas Open Records Act, Ch. 552, Tex. Gov. Code [Texas Public Information Act, Tex. Gov't Code Ann. § 552.001 *et seq.* (Vernon 1994 and Vernon Supp. 1997)] as amended, and shall notify WSP concurrently with its request for the Attorney General Open Records Decision. The 9-1-1 Governmental Entity shall not release any information identified by WSP as confidential until the Attorney General issues an Attorney General Open Records Decision resolving the request for such information or a final judicial decision is made.

ARTICLE VI—LIMITATION OF WARRANTIES AND LIABILITY

- A. **Limitation of Warranties**
NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. WSP PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE, as adopted in Texas.
- B. **No Assumption of Liability**
IN ADDITION TO THE LIMITATIONS OF LIABILITY DESCRIBED ELSEWHERE IN THIS AGREEMENT, WSP ASSUMES NO LIABILITY FOR ANY ACT OR OMISSION OF 9-1-1 GOVERNMENTAL ENTITY, BY VIRTUE OF ENTERING INTO THIS AGREEMENT. 9-1-1 GOVERNMENTAL ENTITY ASSUMES NO LIABILITY FOR ANY ACT OR OMISSION OF WSP BY VIRTUE OF ENTERING INTO THIS AGREEMENT.

- C. Force Majeure
Neither Party shall be liable for failure to perform pursuant to this Agreement if such performance is precluded by acts or events beyond the Party's reasonable, good faith control, including, but not limited to: labor difficulties, strikes or embargoes, governmental mandates, civil commotion, wars, power failures, fires, floods, water, earthquakes, volcanic activity, explosions and any other acts of God.
- D. No Consequential Damages
Except as otherwise provided in this Agreement, each Party agrees that the other Party shall in no event be liable for, and each Party expressly waives its right to claim, any, special, collateral, punitive, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement.

ARTICLE VII—INSURANCE

WSP shall maintain general liability insurance policies in an amount of not less than two million dollars (\$2,000,000) aggregate per occurrence, and workers' compensation policies as required by state law. WSP may self-insure.

ARTICLE VIII—DISPUTE RESOLUTION; JURISDICTION; GOVERNING LAW

This Agreement shall be governed by Texas law and all applicable FCC rules and orders. The Parties hereby agree to work in good faith with each other to resolve any disagreements and negotiations prior to 9-1-1 Governmental Entity or WSP taking any formal action. Should formal action be required, the parties shall first use an alternative dispute resolution procedure conducted by a mutually agreed upon third party. If the alternative dispute resolution procedure does not resolve the dispute, then the parties may use an administrative proceeding if authorized by statute, including non-binding arbitration, or a judicial proceeding. Venue for any action or claim arising out of this Agreement shall be in _____ County, Texas.

ARTICLE IX—MISCELLANEOUS PROVISIONS

- A. Compliance with Law
The Parties shall at all times comply in all material respects with all laws, rules, and regulations applicable to the performance of this Agreement, including, but not limited to FCC rules and orders and Texas law and rules.
- B. Agency
Neither Party is authorized to act as an agent for, or legal representative of, the other Party, nor has authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other Party.
- C. Notifications
Notices and requests required by and given in connection with this Agreement shall be in writing and deemed given as of the day they are received by (a) hand delivery, (b) overnight delivery service, (c) in the United States mails, postage prepaid,

certified and return receipt requested, or (d) confirmed facsimile (confirmed with a copy sent by overnight delivery or by mail), and addressed as follows:

To WSP:

To 9-1-1 Governmental Entity:

or to such other address as the Party to receive the notice or request designates by written notice to the other Party.

D. Assignment

The Parties to this Agreement may not assign any of their rights nor delegate any of their obligations under this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld), except that 9-1-1 Governmental Entity may assign this Agreement to a successor Governmental Entity and except that WSP may assign its rights or delegate its duties under this Agreement to any of its Affiliates, to the surviving entity in a merger or consolidation or to a purchaser of substantially all of the assets of the business to which this Agreement relates without 9-1-1 Governmental Entity's written consent; however, under such assignment by WSP, WSP shall notify the 9-1-1 Governmental Entity of the assignment prior to the effective date of the assignment. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

E. Entire Agreement; Amendment

This Agreement, together with all Attachments, shall constitute the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the Parties with respect to the installation and provision of Phase I E9-1-1 Service. Except as otherwise provided herein, this Agreement may not be modified or amended other than by a written instrument executed by both Parties.

F. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law, (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties as nearly as may be possible, (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof, and (c) any court or arbitrator

having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

G. Headings

The headings of the clauses in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

H. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other person, including, but not limited to, Wireless End Users. Nothing express or implied in this Agreement shall provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

I. Waiver

Failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or the right to enforce it or any other provision. No waiver, either express or implied, by any party with regard to any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that or any other term, condition or obligation of this Agreement.

J. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding confidential information, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

K. 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 shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

L. Intellectual Property/No License of Name

Any intellectual property which originates from or is developed or owned by a Party shall remain in the exclusive ownership of that Party. Unless the Parties otherwise agree in writing, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property presently or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. This Agreement shall also not constitute a license to the other Party's trade or common name. Neither Party shall have the right to use the other Party's trade or common name or trademarks (including, but not limited to, any logos) in any way whatsoever without the prior written consent of the other Party.

M. Counterparts

This Agreement and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties hereto agree to accept facsimile signatures to evidence the execution of this Agreement and/or the related agreements, provided that original signatures be sent immediately by the executing Party to the other Parties by overnight courier or hand delivery.

This Agreement is executed and effective as of the date first written above.

[Insert name of 9-1-1 Governmental Entity]

[Insert name of WSP]

By: _____

Printed Name:

Title:

By: _____

Printed Name:

Title:

Date _____

Attachment 1

PHASE I E9-1-1 WIRELESS SERVICE WORK PLAN

Phase I E9-1-1 Wireless Service Work Plan

The Phase I E9-1-1 Wireless Service Work Plan must contain the following elements:

1. Responsibilities of WSP

It shall be WSP's responsibility, in cooperation with 9-1-1 Governmental Entity and necessary third parties (including, but not limited to, Vendor, 9-1-1 Network Provider, Host ALI Provider, SCP software developers and hardware providers, and other suppliers and manufacturers), to implement and provide Phase I E9-1-1 Service to 9-1-1 Governmental Entity in the agreed upon manner within the Phase I E9-1-1 Service Areas. This shall include the following:

- a) participating in network design
- b) causing its network elements (such as the MSC and related data links and trunks) to be installed
- c) operating, maintaining and provisioning these network elements
- d) facilitating or participating in the development of an implementation plan which will establish target dates for actions necessary for installation and activation of Phase I E9-1-1 Service
- e) acquiring necessary software and equipment
- f) helping to form routing decisions
- g) billing 9-1-1 Governmental Entity for the NRE Fee and Monthly Recurring Fee
- h) entering into necessary interconnection agreements for interconnecting the MSC to Selective Routers and, if necessary, for interconnecting the SCP
- i) working with 9-1-1 Governmental Entity and, if necessary, Vendor to establish internal performance measures, including, but not limited to, statistics for call volumes, call set-up times, error resolutions and other critical measurements
- j) working with the 9-1-1- Governmental Entity in the assignments of ESRDs and associated ALI database records.
- k) Coordinating or participating in the adds, changes and deletions of database records in appropriate databases, including, but not limited to ALI Host database and Selective Router

2. Responsibilities of 9-1-1 Governmental Entity

It shall be 9-1-1 Governmental Entity's responsibility to work with WSP and, where necessary, with third parties (including, but not limited to, Vendor, 9-1-1 Provider/LEC, Host ALI Provider, SCP software developers and hardware providers, and other suppliers and manufacturers) for the successful implementation and provision of Phase I E9-1-1 Service. This shall include the following:

- a) validating 9-1-1 Governmental Entity Jurisdiction map boundaries, helping to form call routing criteria, forming and implementing data management processes of jurisdiction routing changes
- b) participating in the development of an implementation plan which will establish target dates for actions necessary for installation and Activation of Phase I E9-1-1 Service
- c) providing and verifying needed data about each PSAP's existing infrastructure and any other information necessary for successful installation, maintenance and provision of Phase I E9-1-1 Service
- d) identifying appropriate ESN Routing Codes
- e) informing third-party vendors, such as Computer Aided Dispatch (CAD) providers, of data to be delivered with 9-1-1 calls for coordination with PSAP premise-based systems
- f) augmenting the trunks, when necessary, as agreed upon by parties, between a selective router and any PSAP
- g) ensure that all PSAP premises equipment is equipped to receive Phase I voice and data services
- h) informing WSP of any 9-1-1 Governmental Entity system changes that may affect Phase I E9-1-1 Service
- i) provide that necessary changes, modifications and/or updates are made with respect to the ALI Database for successful receipt of ALI Host Records
- j) training 9-1-1 Operators to understand the data that they will receive about 9-1-1 calls in connection with Phase I E9-1-1 Service
- k) supporting all testing/verification activities to be undertaken by WSP, or Vendor or third party, if applicable, in relation to this Agreement
- l) participating in the creation of a trouble reporting mechanism and associated trouble resolution process

3. Responsibilities of Third Parties

The Parties acknowledge that successful and timely provision of Phase I E9-1-1 Service may be dependent on the timely performance of third parties, including, but not limited to, actions that must be completed by a vendor, the 9-1-1 Network Provider, and the Host ALI Provider, SCP software developers and hardware providers, and various other suppliers and manufacturers. This acknowledgment, however, does not relieve either party of its obligation and responsibility to comply with FCC rules and orders and Texas law or rules, including the obligation and responsibility to negotiate an appropriate agreement with such a Vendor or third party to ensure appropriate compliance with FCC rules and orders and Texas law or rules.

4. Delivery of Data Elements

WSP shall deliver the data elements necessary for Phase I service through one of three different technological solutions. The solution shall be agreed upon by both parties. The parties shall choose one of the following options:

- a) SS7/ISUP signaling: WSP will deliver the twenty digits of information necessary for completion of Phase I services by sending SS7 signaling message in ISUP format to the LEC 9-1-1 selective router.
- b) Feature Group D: WSP will deliver the twenty digits of information necessary for completion of Phase I services to the LEC 911 selective router in the standard format required.
- c) Signal Control Point: WSP will, through a third party, route all necessary information directly to the 9-1-1 Governmental Entity's ALI database through an independent signal control point.

Attachment 2

CONTACT LIST

Phase I Service Contacts List

WSP and 9-1-1 Governmental Entity will exchange and periodically update, at least yearly, a contact and escalation list to include name, mailing address, fax telephone number and a 24x7 contact number.

9-1-1 Governmental Entity

Billing Contact

Database and Operations Contact

Management Contact

Wireless Service Provider

Billing Contact

Database and Operations Contact

Management Contact

Attachment 3
FEE SCHEDULE

FEF SCHEDULE

As provided in Article IV hereof, the Parties agree that the reasonable reimbursable costs incurred by the WSP which shall be reimbursed by the 9-1-1 Governmental Entity under this Agreement, shall be as set forth in this Attachment 3.

A. Definitions:

1. Capital Expenditures -- Those costs incurred by the WSP in purchasing, testing and installing equipment obtained primarily for the provision of Phase I E9-1-1 Service to the 9-1-1 Governmental Entity, and including interest and other costs which should be capitalized in accordance with Generally Accepted Accounting Principles (GAAP). The parties may agree to treat Capital Expenditures as either NRCs or MRCs (both as defined below), or to divide Capital Expenditures between the NRC and MRC categories, as they shall deem appropriate.
2. Non-recurring Costs (NRCs) – Those direct and indirect costs, occurring at any time, including salaries and related overheads, incurred by the WSP for development, startup, and engineering, and Capital Expenditures to the extent the parties have agreed to treat Capital Expenditures as NRCs, in the provision of Phase I E9-1-1 Service to the 9-1-1 Governmental Entity under this agreement, including but not limited to: initial development and deployment; testing; equipment acquisition and installation; network upgrades necessary to achieve Phase I E9-1-1 Service compatibility; initial creation and loading of information regarding Cell Site locations, Cell Sector Identifiers and Routing Numbers; establishing necessary network connectivity; design, development and implementation of WSP's operations and other one-time costs which may be incurred during development and startup of the Service.
3. Monthly Recurring Costs (MRCs) – Those costs incurred monthly by the WSP in the ongoing provision of Phase I E9-1-1 Service to the 9-1-1 Governmental Entity, including, but not limited to, the costs of: services provided by third party vendors; updating database information in various databases such as Cell Site information, PSAP routing information, and the like; processing and delivering 9-1-1 calls to the 9-1-1 Governmental Entity, including trunking, database inquiries, recording call records, monitoring network performance and maintenance, including maintenance of capitalized equipment; and other such costs, and including the monthly recurring portion of WSP's Capital Expenditures, to the extent that the parties to this agreement have agreed that WSP will be reimbursed for Capital Expenditures as MRCs, including the WSP's cost of capital, taxes and depreciation.
4. Reasonable Costs – Those costs, either NRCs or MRCs, listed below, which, by inclusion in such list, the parties agree are reasonable and reimbursable to WSP hereunder:

- a) Trunking—To provide network connectivity between the necessary network elements, the following costs shall be allowed:
- i. From mobile switching center (MSC) to selective router;
 - ii. From selective router to PSAP;
 - iii. From PSAP to ALI Database;
 - iv. From mobile switching center (MSC) to service control point (SCP);
 - v. From service control point (SCP) to ALI Database;
 - vi. From ALI Database to PSAP.
- b) Network—To provision the transference of necessary digits from the selective router to the PSAP in a CAS deployment, an upgrade or modification to the selective router will be necessary. The Commission will not consider this as an allowable cost.
- c) Database—To provision and deliver the necessary data through the network and to the PSAP for Phase I compliance, the following costs will be allowed:
- i. Non-recurring costs associated with initial emergency service routing digits (ESRD) load into selective router or SCP;
 - ii. Monthly recurring costs associated with maintaining ESRD data in the selective router or SCP.
- d) CPE—To provision the 9-1-1 entity's PSAP equipment to have the capability to receive and display information necessary to comply with Phase I call delivery requirements, the Commission has previously funded software upgrades to CPE for 20-digit and two 10-digit capability. These costs should be accommodated within the regional council's currently, or previously, approved strategic plan.
- e) Map Display—The cost to provision the 9-1-1 entity's PSAP equipment to have the capability to receive and graphically display caller's cell site/sector location information, as well as the X, Y (longitude, latitude coordinates)
- f) Training—The cost to train COG and/or PSAP personnel to efficiently and effectively receive and process Phase I & Phase II wireless E9-1-1 calls. This training shall be conducted by the COG, WSP, local service provider, and/or third party, as necessary, upon initial deployment of wireless service and at regularly scheduled intervals. Training plans and any associated costs shall be proposed to COG within WSP written proposal of service, submitted to the ACSEC for approval via the strategic plan amendment review process as outlined in Rule 251.6, and included in an executed standardized contract for wireless E9-1-1 service.

B. Payment

1. NRCs

- a) 9-1-1 Governmental Entity agrees to reimburse WSP its reasonable NRCs in one or more payments as scheduled on page __ hereof, upon acceptance of Phase I E9-1-1 Service by the WSP.
- b) If WSP's NRCs are attributable to the provision of Phase I E9-1-1 Service to more than one 9-1-1 service area, or to providers of 9-1-1 service other than the 9-1-1 Governmental Entity hereunder, the parties agree that those costs scheduled on page __ hereof are properly apportioned as to the NRCs associated with the provision of the Phase I E9-1-1 Service under this Agreement.
- c) If this Agreement covers more than one 9-1-1 service area, the Parties have agreed, as set out on page __ hereof, to apportion the reasonable NRCs among such areas on the basis of WSP subscribers with one of the following--(1) the mailing addresses, (2) the billing address or (3) the ESRD's—lying within each such service area or such other method as the parties may agree upon.

2. MRCs – 9-1-1 Governmental Entity shall reimburse WSP monthly within 31 days of receipt of billing by WSP, for the reasonable MRCs incurred. Reimbursement of the MRCs shall be the MRC Fee. The MRC Fee shall be calculated using the MRCs scheduled on page __ hereof, in one of the following ways:

- a) An amount equal to the total monthly MRC divided by the total number of WSP subscribers with mailing addresses lying within the E9-1-1 Service Area at the initiation of Phase I E9-1-1 service, multiplied by the number of WSP subscribers with mailing addresses lying within the E9-1-1 Service Area during each succeeding quarter of the term of this Agreement, or such other time period as the Parties may agree upon herein, or elsewhere in writing.
- b) Such other method as the Parties may agree to herein as set out in the schedule on page __ hereof.
- c) WSP may bill the MRC Fee one month in advance.

3. Late Payments

If any payment (or portion thereof) due from the 9-1-1 Governmental Entity is not paid to WSP as of the required payment date, the late payment (or portion thereof) shall be subject to a late-payment charge as specified in Texas Government Code §2251.021, as amended.

Attachment 4

STANDARDS

Standards

This attachment lists the required database, interface and technical standards.

Wireless Standards Reference

Wireless Issue	Standard	Source
CAS Call Associated Signaling	J-Std 34 NENA 02-003	TIA NENA Website
NCAS Non-Call path Associated Signaling	J-Std 34	TIA SCC Diagrams
Data Standards	NENA 02-001 (incorporates all previous versions)	NENA Website
Exceptions to CAS or NCAS (i.e. SALI)	None. Parties need to determine solutions	Provide description of re- direct or other exceptions as appropriate
Phase II/LDT	TR 45.2 (in progress)	TIA
TTY/TDD	Equal Access	ADA/ ACSEC Rule