

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA AND AT&T WHOLESAL, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND

NEW CINGULAR WIRELESS PCS, LLC



Signature: eSigned - Shelia PaanannenSignature: eSigned - William A. BockelmanName: eSigned - Shelia Paanannen
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Lead Carrier Relations Manager
(Print or Type)Title: Director
(Print or Type)Date: 04 Apr 2014Date: 07 Apr 2014

New Cingular Wireless PCS, LLC

Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

Description	ACNA Code(s)
ACNA(s)	ADM, AWL, IND, RRC, SBM

**AMENDMENT TO THE AGREEMENT
BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE
COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE
COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T
NEVADA AND AT&T WHOLESALE, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T
OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN
NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT, SOUTHWESTERN
BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI,
AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T
WISCONSIN
AND
NEW CINGULAR WIRELESS PCS, LLC**

This Amendment (the "Amendment") modifies the Two-Way CMRS Interconnection Agreement by and between Illinois Bell Telephone Company d/b/a AT&T ILLINOIS, Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA, Michigan Bell Telephone Company d/b/a AT&T MICHIGAN, Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale, The Ohio Bell Telephone Company d/b/a AT&T OHIO, Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA, The Southern New England Telephone Company d/b/a AT&T CONNECTICUT, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, and Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN ("AT&T") and New Cingular Wireless PCS, LLC on behalf of itself and its Commercial Mobile Radio Service Affiliates listed in Attachment A ("WSP Provider"). AT&T and WSP Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and WSP Provider are parties to a Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS, dated July 30, 2007 and as subsequently amended (the "Agreement")); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the terms and conditions set forth in the AT&T Transit Traffic Service Attachment, Exhibit A attached hereto shall be incorporated into the Agreement, and the provisions of Exhibit A shall apply to Transit Traffic Service provided in the state(s) of Arkansas, California, Indiana, Kansas, Missouri and Oklahoma.
2. The Parties agree to add New Cingular's Commercial Mobile Radio Service Affiliates attached hereto in Exhibit B (Attachment A to the Agreement).
3. Pricing Sheet. The Parties agree to add the Transit Traffic Service rate(s) reflected in the AT&T Pricing Sheet that is attached hereto as Transit Traffic Service Pricing Sheet, Exhibit C in the state(s) of Arkansas, California, Indiana, Kansas, Missouri and Oklahoma.
4. The Parties agree to add the following language to Section 2.14 of the General Terms and Conditions:

2.14.2 Carrier shall provide AT&T notice in writing of any changes, additions or deletions to the information listed in Attachment A to the Agreement when a change occurs in any state covered by this Agreement and within thirty (30) days of such notice the Parties shall amend this Agreement with such changes, additions or deletions. No such change shall be binding on AT&T until the Agreement is amended to change, include or delete the information, as appropriate.

5. The Parties agree to replace the language in Section 12.0 Notices of the General Terms and Conditions with the following:

12.0 Notices

- 12.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 12.1.1 delivered personally, delivered by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.
 - 12.1.2 delivered by facsimile provided WSP Provider and/or AT&T has provided such information in Section 12.3 below.
 - 12.1.3 delivered by electronic mail (email) provided WSP Provider and/or AT&T has provided such information in section 12.3 below.
- 12.2 Notices will be deemed given as of the earliest of:
- 12.2.1 the date of actual receipt;
 - 12.2.2 the next Business Day when sent via express delivery service;
 - 12.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
 - 12.2.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
 - 12.2.5 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent to WSP Provider by AT&T.

- 12.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Senior Contracts Manager
STREET ADDRESS	1277 Lenox Park Blvd. Suite 4A42
CITY, STATE, ZIP CODE	Atlanta, GA 30319
PHONE NUMBER*	425-241-2751
EMAIL ADDRESS	sp1484@att.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

*Informational only and not to be considered as an official notice vehicle under this Section.

12.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 12.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

12.5 AT&T communicates official information to WSP Providers via its Accessible Letter, or other applicable notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. The Parties agree to add Section 9.8 Joint and Several Liability language to the General Terms and Conditions as follows:

9.8 Joint and Several Liability. In the event that WSP Provider consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using WSP Provider's company codes or identifiers, all such entities shall be jointly and severally liable for WSP Provider's obligations under this Agreement.

7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.

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

9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

10. For Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma and Texas: This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Connecticut: This Amendment shall become effective upon approval by the Public Utilities Regulatory Authority. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment ("Amendment Effective Date").

TRANSIT TRAFFIC SERVICE ATTACHMENT (WIRELESS)

EXHIBIT A

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TRANSIT TRAFFIC SERVICE ATTACHMENT (WIRELESS)

1. INTRODUCTION

- 1.1 This Transit Traffic Service Attachment (Wireless) ("Attachment") sets forth the rates, terms and conditions of AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, and AT&T OKLAHOMA ("AT&T-Transit Service Provider" or "AT&T -TSP") Transit Traffic Service as a Transit Service Provider. AT&T-13STATE's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications traffic that does not originate with (or terminate to) the Transit Service Provider's end user. Transit Traffic Service allows Wireless Service Provider (WSP) to exchange traffic with a Third Party Terminating Carrier to which it is not directly interconnected.
- 1.2 This Attachment incorporates the provisions of a transiting arrangement as it relates to AT&T-TSP's provision of Transit Traffic Service as a Transit Service Provider to interconnected WSPs that offer telephone exchange service and exchange access, as provided by FCC orders, rules and regulations (*i.e.*, cellular providers, broadband Personal Communications Services (PCS) providers and covered specialized mobile radio (SMR) providers).

2. DEFINITIONS

The definitions in Section 2 of this Attachment are only for the purpose of Transit Traffic Service as set forth in this Attachment. If a definition below conflicts with any definition in the General Terms and Conditions of the Agreement, then the definition below governs for the purpose of this Attachment. To the extent that defined terms in the Agreement are used in this Attachment, but for which no definition appears below, then the definition in the Agreement controls.

- 2.1 "800 IntraLATA Toll Traffic" is defined as traffic that originates from WSP's end user that utilizes a dialing sequence that invokes toll-free, 800-like, service processing, that terminates to an end user served by a Third Party Terminating Carrier, whereby the Third Party Terminating Carrier is both the Section 251(b)(5) Traffic Provider and the IntraLATA toll provider (not sent through an IXC or an intermediary). "800 IntraLATA Toll Traffic" includes but is not limited to calls placed to 800, 877, 888, ("8YY") NPA Service Access Codes (SAC).
- 2.2 "Calling Party Number" or "CPN" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.3 "ISP-Bound Traffic" is defined as traffic exchanged between WSP's end user and an Internet Service Provider (ISP) served by a Third Party Terminating Carrier that:
 - (i) originates from WSP's end users and terminates to an ISP served by a Third Party Terminating Carrier in the same AT&T-TSP exchange area; or
 - (ii) originates from WSP's end users and terminates to an ISP served by a Third Party Terminating Carrier within different AT&T-TSP exchanges or within an AT&T-TSP exchange, and an independent ILEC exchange, that share a common mandatory local calling area, as defined in AT&T-TSP's tariff, (*e.g.*, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes).
- 2.4 "IntraLATA InterMTA Traffic" is defined as traffic exchanged between WSP's end users and the end users of a LEC Third Party Terminating Carrier which subtends an AT&T-TSP Tandem, whereby, at the beginning of the call, the Transit Traffic originates in one Major Trading Area ("MTA") and terminates in another MTA, but where the call both originates and terminates within the same LATA. Such IntraLATA InterMTA Traffic must terminate to a Third Party Terminating Carrier's end user, whereby the Third Party Terminating Carrier does not send the Transit Traffic through an IXC or an intermediary.
- 2.5 "Section 251(b)(5) Traffic", "Section 251(b)(5) Calls" means completed calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the

Parties and that, at the beginning of the call, originate and terminate within the same MTA. "Section 251(b)(5) Calls" does not refer to calls that originate and terminate within the local calling area of either Party. A call that is originated or terminated by a UNE-P provider is not a call that originates or terminates on either Party's network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Calls, the Parties agree that the origination and termination point of the calls are as follows:

- (a) For AT&T-TSP, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.
- (b) For WSP, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.

- 2.6 "Tandem" or "Tandem Switch" is an AT&T-TSP switch used to connect Trunks between and among other Central Office Switches.
- 2.7 "Third Party Originating Carrier" means a Telecommunications Carrier (i.e., a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), a Commercial Mobile Radio Service (CMRS) provider or an Out-of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)) that originates Transit Traffic that transits AT&T-TSP's network and is delivered to WSP.
- 2.8 "Third Party Terminating Carrier" means a Telecommunications Carrier to which traffic is terminated when WSP uses AT&T-TSP's Transit Traffic Service (i.e., a Competitive Local Exchange Carrier (CLEC), an Incumbent Local Exchange Carrier (ILEC), a Commercial Mobile Radio Service (CMRS) provider or an Out-of Exchange Local Exchange Carrier (OELEC), but specifically excluding an Interexchange Carrier (IXC)).
- 2.9 "Third Party Telecommunications Carrier" means a Telecommunications Carrier as defined in the Act not a party to this agreement.
- 2.10 "Transit Service Provider" means AT&T-TSP when providing its Transit Traffic Service.
- 2.11 "Transit Traffic" means all Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic, CMRS provider-bound traffic, and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.12 "Transit Traffic Service" is an optional switching and intermediate transport service provided by AT&T-TSP to WSP where WSP is directly interconnected with an AT&T-TSP Tandem. AT&T-TSP neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. For the purposes of this Attachment, Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS provider-bound traffic, ISP-Bound Traffic, IntraLATA InterMTA Traffic and 800 IntraLATA Toll Traffic destined to the end users of a Third Party Terminating Carrier and is routed utilizing an AT&T-TSP Tandem Switch where an AT&T-TSP end user is neither the originating nor the terminating party.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-TSP will provide WSP with AT&T-TSP's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-TSP is interconnected, but only in the LATA, or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 A Transit Traffic Service rate applies to all Transit Traffic that originates on WSP's network. The Transit Traffic Service rate is only applicable when calls do not originate with (or terminate to) an AT&T-TSP end user.
- 3.3 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when WSP sends Transit Traffic to a Third Party Terminating Carrier's network. WSP agrees to compensate AT&T-TSP for the Transit Traffic Service provided at the rate set forth in the attached Transit Traffic Service Pricing Sheet, as applicable.
- 3.4 WSP shall have a Meet Point Billing Arrangement (Appendix Meet Point).

- 3.5 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.
- 3.6 The rates that AT&T-TSP shall charge WSP for the Transit Traffic Service is outlined in Section 6 below and attached Transit Traffic Service Pricing Sheet.

WSP Originated

- 3.7 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers prior to delivering Transit Traffic destined for such Third Party Terminating Carriers. In no event will AT&T-TSP have any liability to WSP or any Third Party if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-TSP against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier. The Third Party Terminating Carrier and AT&T-TSP will bill their respective charges directly to WSP. AT&T-TSP will not be required to function as a billing intermediary (e.g. clearinghouse). Under no circumstances will AT&T-TSP be required to pay any termination charges to the Third Party Terminating Carrier.
- 3.8 In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-TSP to pay such Third Party Telecommunications Carrier termination charges for the Transit Traffic AT&T-TSP has delivered, WSP will indemnify AT&T-TSP for any charges, costs, expenses or other liability related to such order, including but not limited to termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-TSP agrees to allow WSP to participate as a party.
- 3.9 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-TSP. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-TSP identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, WSP agrees to cooperate to investigate and take corrective action. If WSP is passing CPN but AT&T-TSP is not properly receiving information, WSP will work cooperatively to correct the problem. If the CPN is not received from the WSP, AT&T-TSP cannot forward the CPN and WSP will indemnify, defend, and hold harmless AT&T-TSP from any and all Losses arising out of the failure of any traffic transiting AT&T-TSP's network to have CPN.
- 3.10 WSP, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers.

WSP terminated

- 3.11 WSP shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service as the Transit Service Provider for calls terminated to WSP.
- 3.12 When AT&T-TSP, operating as a Transit Service Provider, routes Transit Traffic to WSP from a Third Party Originating Carrier, AT&T-TSP agrees to pass the originating CPN information to WSP as provided by the Third Party Originating Carrier.
- 3.13 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of WSP from AT&T-TSP serving as the Transit Service Provider. Where AT&T-TSP is providing a Transit Traffic Service, AT&T-TSP will pass the Calling Party Number (CPN), if it is received from a Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-TSP cannot forward the CPN; therefore, WSP will indemnify, defend and hold harmless AT&T-TSP from any resultant Losses. If AT&T-TSP or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, WSP agrees to cooperate to work with Third Party Originating Carrier to investigate and take corrective action. If Third Party Originating Carrier is passing CPN but AT&T-TSP or WSP is not properly receiving information, WSP will work cooperatively to correct the problem.

- 3.14 WSP agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-TSP, as the Transit Service Provider, will not be obligated to pay for Transit Traffic as the default originator.

4. TRANSIT TRAFFIC ROUTING

- 4.1 In each LATA in which WSP has one or more MSCs and desires to exchange Transit Traffic through AT&T-TSP, WSP shall trunk from each of its MSCs to all AT&T-TSP Tandems in such LATA; or, in the event WSP has no MSC in a LATA in which it desires to exchange Transit Traffic through AT&T-TSP, WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-TSP Tandems in such LATA.
- 4.2 WSP shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-TSP Tandem Switch that is subtended by such Third Party Terminating Carrier's switch.
- 4.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem shall be considered misrouted. Transit Traffic routed at or through any AT&T-TSP End Office Switch shall be considered misrouted.
- 4.4 Upon written notification from AT&T-TSP of misrouting of Transit Traffic by WSP as identified above, WSP will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.
- 4.5 Facilities and trunking, referenced in Appendix ITR (Interconnection Trunking Requirements), or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. TANDEM TRUNKING AND DIRECT TRUNKING REQUIREMENTS

- 5.1 When Transit Traffic between WSP and a Third Party Terminating Carrier (*i.e.*, CLEC, ILEC, CMRS provider or OELEC) through an AT&T-TSP Tandem requires twenty-four (24) or more Trunks, upon AT&T-13STATE's written request, WSP shall establish a direct Trunk Group or alternate transit arrangement between itself and such Third Party Terminating Carrier within sixty (60) calendar days. WSP shall route Transit Traffic via AT&T-TSP's Tandem Switches, and not at or through any AT&T-13-STATE End Offices. Once this Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-TSP Tandem as provided above, to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

6. TRANSIT TRAFFIC RATE APPLICATION

- 6.1 The Transit Traffic Services rate applies to all Minutes of Use ("MOUs") when WSP sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-TSP's tandem switch where an AT&T-TSP end user is neither the originating nor the terminating party. WSP agrees to compensate AT&T-TSP operating as the Transit Service Provider at the applicable rates set forth in Transit Traffic Service Pricing Sheet.

New Cingular's Commercial Mobile Radio Service Affiliates:

ACADIANA CELLULAR GENERAL PARTNERSHIP

AT&T Mobility of Galveston LLC

AT&T Mobility Wireless Operations Holdings Inc.

CHATTANOOGA MSA LIMITED PARTNERSHIP

CINGULAR WIRELESS OF TEXAS RSA #11 LIMITED PARTNERSHIP

CINGULAR WIRELESS OF TEXAS RSA #16 LIMITED PARTNERSHIP

DECATUR RSA LIMITED PARTNERSHIP

FLORIDA RSA NO. 2B (INDIAN RIVER) LIMITED PARTNERSHIP

GEORGIA RSA NO. 3 LIMITED PARTNERSHIP

HOUMA-THIBODAUX CELLULAR PARTNERSHIP

LAFAYETTE MSA LIMITED PARTNERSHIP

Lake Mobility LLC

LOUISIANA RSA NO. 7 CELLULAR GENERAL PARTNERSHIP

LOUISIANA RSA NO. 8 LIMITED PARTNERSHIP

LUBBOCK SMSA LIMITED PARTNERSHIP

MADISON SMSA LIMITED PARTNERSHIP

MILWAUKEE SMSA LIMITED PARTNERSHIP

MISSOURI RSA 11/12 LIMITED PARTNERSHIP

MISSOURI RSA 8 LIMITED PARTNERSHIP

MISSOURI RSA 9B1 LIMITED PARTNERSHIP

NEW CINGULAR WIRELESS PCS, LLC

NORTHEASTERN GEORGIA RSA LIMITED PARTNERSHIP

Ohio RSA 2 Limited Partnership d/b/a Alltel

Ohio RSA 5 Limited Partnership d/b/a ALLTEL

February 6, 2014

Exhibit B
Attachment A

Ohio RSA 6 Limited Partnership d/b/a ALLTEL

Oklahoma City SMSA Limited Partnership

Oklahoma Independent RSA 7 Partnership

OKLAHOMA RSA 3 LIMITED PARTNERSHIP

OKLAHOMA RSA 9 LIMITED PARTNERSHIP

ORLANDO SMSA LIMITED PARTNERSHIP

Santa Barbara Cellular Systems, Ltd.

TEXAS RSA 18 LIMITED PARTNERSHIP

TEXAS RSA 19 LIMITED PARTNERSHIP

TEXAS RSA 20B1 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 6 LIMITED PARTNERSHIP

TEXAS RSA 7B1 LIMITED PARTNERSHIP

TEXAS RSA 9B1 LIMITED PARTNERSHIP

Texas RSA No. 2 Limited Partnership

TOPEKA SMSA LIMITED PARTNERSHIP

Tide Mobility LLC

February 6, 2014

Transit Traffic Service Pricing Sheet

Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Transit	AR	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use				0.00225			per Minute of Use

Transit Traffic Service Pricing Sheet

Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Transit	CA	TRANSIT TRAFFIC SERVICE	CALL SET UP - Setup Charge Per Call				0.000629			per call
Transit	CA	TRANSIT TRAFFIC SERVICE	CALL DURATION - Duration Charge per MOU				0.002250			\$/conversation MOU

Transit Traffic Service Pricing Sheet

Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Transit	IN	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use				0.004539			per Minute of Use

Transit Traffic Service Pricing Sheet

Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Transit	KS	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use				0.002363			per Minute of Use

Transit Traffic Service Pricing Sheet

Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Transit	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use				0.002250			\$/conversation MOU

Transit Traffic Service Pricing Sheet

Exhibit C

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
Transit	OK	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use				0.00225			per Minute of Use