

AMENDMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
MISSOURI

AND

CRICKET COMMUNICATIONS, INC.

Signature: eSigned - Todd Norman

Name: eSigned - Todd Norman
(Print or Type)

Title: Director Procurement Network
(Print or Type)

Date: 08 Jul 2014

Cricket Communications, Inc.

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 08 Jul 2014

**Southwestern Bell Telephone Company d/b/a AT&T
MISSOURI by AT&T Services, Inc., its authorized
agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
CRICKET COMMUNICATIONS, INC.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI**

This Amendment (the "Amendment") modifies the Cellular/PCS Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T Missouri") and Cricket Communications, Inc. ("CMRS Provider"). AT&T Missouri and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Missouri and CMRS Provider are parties to a Cellular/PCS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), dated October 18, 2005 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. This Amendment is composed of the foregoing recitals, the terms and conditions, contained herein, and Pricing Sheet Exhibit A immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. 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 Missouri.
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 Attachment, Exhibit B.
4. The Parties agree to delete and replace in its entirety Section 12 of the General Terms and Conditions with the following:

12. 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 CARRIER and/or AT&T Missouri has provided such information in Section 12.3 below.
 - 12.1.3 delivered by electronic mail (email) provided CARRIER and/or AT&T Missouri 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 CARRIER by AT&T Missouri.

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

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Valerie Endlich Interconnect Engineer II
STREET ADDRESS	5887 Copley Drive
CITY, STATE, ZIP CODE	San Diego, CA 92111
PHONE NUMBER*	(858) 882-6396
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	valerie.endlich@cricketwireless.com

With a copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	General Counsel
STREET ADDRESS	5887 Copley Drive
CITY, STATE, ZIP CODE	San Diego, CA 92111
PHONE NUMBER*	N/A
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 19 th 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. 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 Missouri communicates official information to CARRIER 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.

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

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) calendar days following approval by such Commission.

AT&T TRANSIT SERVICE PROVIDER

TRANSIT TRAFFIC SERVICE EXHIBIT A

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1.0 Introduction

- 1.1 This Transit Traffic Service Exhibit sets forth the rates, terms and conditions for Transit Traffic Service when **AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA**, and/or **AT&T TEXAS** acts as a Transit Service Provider (“AT&T-TSP”) for WSP. Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to AT&T-TSP’s End Users. Transit Traffic Service allows WSP to exchange WSP-originated traffic with a Third Party Terminating Carrier to which WSP is not directly interconnected, and it allows WSP to receive traffic originated by a Third Party Originating Carrier.
- 1.2 This Transit Traffic Service Exhibit incorporates the provisions of a transiting arrangement, as it relates to AT&T-TSP’s provision of Transit Traffic Service to interconnected WSP, where WSP is authorized to operate and deliver traffic for the provision of Telecommunications Services, pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws.

2.0 Definitions

- 2.1 “AT&T Transit Service Provider” or (“AT&T-TSP”) means as applicable, **AT&T ARKANSAS, AT&T CALIFORNIA, AT&T INDIANA, AT&T KANSAS, AT&T KENTUCKY, AT&T MISSOURI, AT&T NORTH CAROLINA, AT&T OHIO, AT&T OKLAHOMA**, and/or **AT&T TEXAS** when providing its Transit Traffic Service.
- 2.2 “Switched Access Traffic” means an offering of access to AT&T-TSP’s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.
- 2.3 “Third Party Carrier” means a Telecommunications Carrier that is not a party to this Agreement.
- 2.4 “Third Party Originating Carrier” means a Telecommunications Carrier that originates Transit Traffic that transits AT&T-TSP’s network and is delivered to WSP.
- 2.5 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when WSP uses AT&T-TSP’s Transit Traffic Service.
- 2.6 “Transit Traffic” means traffic originating on WSP’s network that is switched and transported by AT&T-TSP and delivered to a Third Party Terminating Carrier’s network, or traffic from a Third Party Originating Carrier’s network that is switched and transported by AT&T-TSP and delivered to WSP’s network. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement with AT&T-TSP including, but not limited to; 271 Local Switching (271-LS), Local Wholesale Complete, Wholesale Local Platform Service agreement(s) or their successor agreements as applicable is not considered a transit call for the purposes of this Agreement. Additionally, Transit Traffic does not include traffic to or from IXCs.
- 2.7 “Transit Traffic Service” is an optional switching and intermediate transport service provided by AT&T-TSP for Transit Traffic between WSP and a Third Party Originating or Terminating Carrier, where WSP is directly interconnected with AT&T-TSP’s Tandem.

3.0 Responsibilities of the Parties

- 3.1 AT&T-TSP will provide WSP with Transit Traffic Service to all Third Party Terminating Carriers with which AT&T-TSP is interconnected, within the same LATA(s), or outside of the LATA to the extent a LATA boundary waiver exists.
- 3.2 Transit Traffic Service rates apply to all Transit Traffic that originates on WSP’s network. Transit Traffic Service rates do not apply to calls originating with or terminating to an AT&T-TSP End User.
- 3.3 WSP agrees to compensate AT&T-TSP for the Transit Traffic Services provided by AT&T-TSP at the rates set forth in the attached Pricing Schedule, as applicable.
- 3.4 WSP and AT&T-TSP must have Meet Point billing terms and conditions in this Interconnection Agreement

4.0 WSP-Originated Transit Traffic

- 4.1 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-TSP for transiting to such Third Party Terminating Carriers. In no event will

AT&T-TSP have any liability to WSP or any Third Party Carrier, if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-TSP's network to reach 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 against AT&T-TSP. 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, (i.e., clearinghouse). Under no circumstances will AT&T-TSP be required to pay any termination charges to the Third Party Terminating Carrier.

- 4.2 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 Carrier termination charges for the Transit Traffic AT&T-TSP has delivered, WSP will indemnify AT&T-TSP for any and all Losses 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.
- 4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-TSP's network. 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, then WSP agrees to cooperate to investigate and take corrective action. If WSP is sending CPN to AT&T-TSP, but AT&T-TSP is not properly receiving the information, then WSP will work cooperatively with AT&T-TSP to correct the problem. If AT&T-TSP does not receive CPN from WSP, then AT&T-TSP cannot forward any 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.
- 4.4 WSP, as a Telecommunications Carrier originating traffic, has the sole responsibility for providing appropriate information to identify Transit Traffic to Third Party Terminating Carriers.

5.0 WSP-Terminated Transit Traffic

- 5.1 WSP shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service for calls terminated to WSP.
- 5.2 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. Where AT&T-TSP is providing Transit Traffic Service to WSP, AT&T-TSP will pass the CPN to WSP, as it is received from the 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 and all Losses arising from or related to the lack of CPN. If AT&T-TSP or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, WSP agrees to cooperate with AT&T-TSP and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-TSP or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-TSP and the Third Party Originating Carrier to correct the problem.
- 5.3 WSP agrees to seek terminating compensation directly from the Third Party Originating Carrier. AT&T-TSP will not be obligated to pay WSP for Transit Traffic or be considered as the default originator of the Transit Traffic.

6.0 Transit Traffic Routing/Trunk Groups

- 6.1 In each LATA in which WSP has one or more Mobile Switching Centers (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 send Transit Traffic through AT&T-TSP then 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.
- 6.2 WSP shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-TSP Tandem that is subtended by such Third Party Terminating Carrier's switch.
- 6.3 Transit Traffic not routed to the appropriate AT&T-TSP Tandem by WSP shall be considered misrouted. Transit Traffic routed by WSP to any AT&T-TSP End Office shall be considered misrouted.

6.4 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 sixty (60) days), after receipt of notification of such misrouting.

6.5 The Parties will route Transit Traffic over the same facilities and trunking that they route Section 251(b)(5) traffic pursuant to this Agreement.

7.0 Direct Trunking Requirements

7.1 When WSP Transit Traffic is routed through AT&T-TSP's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-TSP written request, WSP shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-TSP's request. Once a Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-TSP Tandem to the Third Party Terminating Carrier, unless AT&T-TSP and WSP mutually agree otherwise.

8.0 State Specific Billing Requirements

8.1 For **AT&T CALIFORNIA** WSP will be charged Call Duration charges on a per MOU basis and a Call Setup charge on a per call basis at the Transit Traffic rates set forth in the Pricing Sheet.

8.2 For **AT&T ARKANSAS, AT&T INDIANA, AT&T KANSAS, AT&T MISSOURI, AT&T OHIO, AT&T OKLAHOMA and/or AT&T TEXAS**, WSP will be charged transit charges on a per MOU basis at the Transit Traffic rate set forth in the Pricing Sheets.

8.3 **AT&T KENTUCKY and/or AT&T NORTH CAROLINA** Transit Billing Requirements

8.3.1 The exchange of billing data related to jointly provided traffic at the Tandem level shall only apply to Third Party Carriers that are uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

8.3.2 Subject to WSP providing all necessary information, **AT&T KENTUCKY and/or AT&T NORTH CAROLINA** agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party Originating Carrier for its portion of Switched Access Traffic and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with **AT&T KENTUCKY and/or AT&T NORTH CAROLINA**. **AT&T KENTUCKY and/or AT&T NORTH CAROLINA** shall pass Electronic Message Interface (EMI) 1101 call records to WSP at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then WSP shall be responsible for all costs and charges incurred by **AT&T KENTUCKY and/or AT&T NORTH CAROLINA** for Transit Traffic originated by WSP.

8.3.3 Information required from WSP participating in EMI billing with **AT&T KENTUCKY and/or AT&T NORTH CAROLINA** includes, but is not limited to:

- (i) Regional Accounting Office code (RAO)
- (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, **AT&T KENTUCKY and/or AT&T NORTH CAROLINA** will only render a bill to WSP.
- (iii) a unique Access Carrier Name Abbreviation (ACNA)
- (iv) Percent Interstate Usage
- (v) Percent Local Usage
- (vi) 800 Service Percent Interstate Usage or default of fifty percent (50%)
- (vii) Billing Interconnection Percentage

- (viii) Screening Telephone Number (STN) for each interconnection trunk group from WSP's dedicated NXX that sub-tends an **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP's **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA**, Type 2A trunk interconnection exists.
- 8.3.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** and one hundred percent (100%) for WSP will be used, if WSP does not file with NECA to establish a BIP other than this default BIP.
- 8.3.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within **AT&T KENTUCKY's** and/or **AT&T NORTH CAROLINA's** franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** Tandem and has a Rate Center that sub-tends the same **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** Tandem. Tandem level interconnections with **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** are required, and WSP must deliver all Transit Traffic to **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** over such Tandem level interconnections. Additionally, exchange of records will necessitate both the Third Party Originating Carrier and Third Party Terminating Carrier networks to subscribe to dedicated NXX codes, which can be identified as belonging to the Third Party Originating Carrier and Third Party Terminating Carrier network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if WSP has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-**AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA** SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing.
- 8.3.6 For **AT&T KENTUCKY** and/or **AT&T NORTH CAROLINA**, WSP will be charged cellular intermediary charges on a per MOU basis at the Transit Traffic rate set forth in the Pricing Sheets.

PRICING SHEETS
TRANSIT TRAFFIC SERVICE PRICING ATTACHMENT
EXHIBIT B

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
W2	MO	TRANSIT TRAFFIC SERVICE	Transit Rate per Minute of Use				\$0.001959			\$/conversation MOU