

**AMENDMENT**

**BETWEEN**

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

**AND**

**CRICKET COMMUNICATIONS, INC.**



Signature: eSigned - Todd Norman

Signature: eSigned - Kristen E. Shore

Name: eSigned - Todd Norman  
(Print or Type)

Name: eSigned - Kristen E. Shore  
(Print or Type)

Title: Director Procurement - Network  
(Print or Type)

Title: Director  
(Print or Type)

Date: 17 Apr 2013

Date: 19 Apr 2013

Cricket Communications, Inc.

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") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri, hereinafter referred to as "AT&T MISSOURI" (previously referred to as Southwestern Bell Telephone, L.P. d/b/a SBC Missouri) and Cricket Communications, Inc., ("Carrier"). AT&T MISSOURI and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T MISSOURI and Carrier are parties to a Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved November 4, 2005 and as subsequently amended (the "Agreement"); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep for IntraMTA Traffic exchanged between the Parties.

**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 to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, Customer or customer of AT&T MISSOURI and the Carrier's, CMRS provider's, or WSP's, End User, end user, Customer or customer. Local Calls, local traffic, and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
2. Effective August 21, 2012, (in compliance with ¶8 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. As of the Amendment Effective Date (defined below), the Parties agree that the rates for InterMTA Traffic exchanged between the Parties will be pursuant to the terms of AT&T MISSOURI'S filed and effective intrastate and interstate Access Services Tariffs, as may be amended from time to time, and consistent with FCC 11-161. On the Amendment Effective Date and until July 1, 2013, Carrier shall pay a blended rate that is based upon Carrier's state-specific jurisdictional InterMTA Traffic study percentages, as applied to the then effective intrastate and interstate rates, as set forth in each of AT&T MISSOURI'S intrastate and interstate Access Services Tariff.
4. The Parties agree to remove the terminating IntraLATA InterMTA Traffic rate and to replace the rates for transport and termination per Conversation MOU for Type 2A, Type 1 and Type 2B in Appendix Pricing (Wireless) of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix Pricing (Wireless) shall remain the same.
5. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network, i.e., this Amendment specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.
6. There shall be no retroactive application of any provision of this Amendment prior to the effective date of an adopting carrier's agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING

AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

8. 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 Amendment or which may be the subject of further review.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. 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 ("Amendment Effective Date").

PRICING SHEET

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	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00	NA	NA	MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00	NA	NA	MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00	NA	NA	MOU