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Manager-Regulatory Relations

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April 18, 2014

Mrs. Ann Cole
Director, Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Amendment to the CMRS Agreement between BellSouth
Telecommunications, LLC d/b/a AT&T Florida and New Cingular Wireless
PCS, LLC

Dear Mrs. Cole:

Please find attached for filing and approval the original copy of an Amendment to the
CMRS Agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida
and New Cingular Wireless PCS, LLC.

The underlying agreement was filed on October 26, 2007 in Docket Number
070665-TP.

If you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,

Attachment

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA AND AT&T SOUTH
CAROLINA AND AT&T TENNESSEE**

AND

NEW CINGULAR WIRELESS PCS, LLC



Signature: eSigned - Shelia Paanannen

Signature: eSigned - William A. Bockelman

Name: 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 2014

Date: 07 Apr 2014

New Cingular Wireless PCS, LLC

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

| | |
|-------------|--------------|
| Description | ACNA Code(s) |
| ACNA(s) | AWL, SBM |

**AMENDMENT TO THE AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH
CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE
AND
NEW CINGULAR WIRELESS PCS, LLC**

This Amendment (the "Amendment") modifies the Two-Way CMRS Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T") and New Cingular Wireless PCS, LLC on behalf of itself and its Commercial Mobile Radio Service Affiliates listed in Attachment A ("Carrier"). AT&T and CMRS Provider are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier 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 June 10, 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. 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 Kentucky and North Carolina.
2. The Parties agree to replace in its entirety Attachment A of the Agreement with Exhibit B (Attachment A to the Agreement) attached hereto.
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 Kentucky and North Carolina.
4. The Parties agree to replace the language in Section XXX, Notices with the following:

XXX. Notices

XXX.I 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:

XXX.I.I 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.

XXX.I.II delivered by facsimile provided Carrier and/or AT&T has provided such information in Section XXX.III below.

XXX.I.III delivered by electronic mail (email) provided Carrier and/or AT&T has provided such information in section XXX.III below.

XXX.II Notices will be deemed given as of the earliest of:

XXX.II.I the date of actual receipt;

XXX.II.II the next Business Day when sent via express delivery service;

- XXX.II.III five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service; or
- XXX.II.IV 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.
- XXX.II.V 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.

XXX.III 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.

- XXX.IV 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 XXX. 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.
- XXX.V AT&T communicates official information to Carriers 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. The Parties agree to replace Section XVI.A, Liability and Indemnification with the following:

XVI.A. Joint and Several Liability. In the event that Carrier 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

Carrier's company codes or identifiers, all such entities shall be jointly and severally liable for Carrier's obligations under this Agreement.

6. The Parties agree to add Section XXXV, Intervening Law as follows:

XXXV. Intervening Law

XXXV.I This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 18.0 above. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

7. The Parties agree to re-number Section XXXIV. Signature Page as XXXVI.
8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. 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.
11. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

TRANSIT TRAFFIC SERVICE ATTACHMENT (WIRELESS)

EXHIBIT A

TABLE OF CONTENTS

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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 KENTUCKY and AT&T NORTH CAROLINA ("AT&T-Transit Service Provider" or "AT&T-TSP") Transit Traffic Service as a Transit Service Provider. AT&T-TSP'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 Commercial Mobile Radio Services ("CMRS") providers licensed by the FCC 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 CMRS provider that offer telecommunications services as a common carrier, 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 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 CMRS provider'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 "**Central Office Switch**" means a switch, including, but not limited to an End Office Switch and a Tandem Switch.
- 2.3 "**Calling Party Number**" or "**CPN**" is as defined in 47 C.F.R. § 64.1600(c) ("CPN").
- 2.4 "**End Office**" or "**End Office Switch**" is an AT&T-TSP switch that directly terminates traffic to and receives traffic from end users of local Exchange Services.
- 2.5 "**Exchange Service**" means Telephone Exchange Service as defined in the Act.
- 2.6 "**ISP-Bound Transit Traffic**" means traffic exchanged between CMRS provider's end users and an ISP where AT&T-TSP is the Transit Service Provider:
- 2.7 "**IntraLATA InterMTA Transit Traffic**" is defined as traffic exchanged between CMRS'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 Transit 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.
- 2.8 "**Loss**" or "**Losses**" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

- 2.9 **"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 CMRS provider, 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.
- 2.10 **"Tandem" or "Tandem Switch"** is an AT&T-TSP switch used to connect Trunks between and among other Central Office Switches.
- 2.11 **"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 CMRS provider.
- 2.12 **"Third Party Terminating Carrier"** means a Telecommunications Carrier to which traffic is terminated when CMRS provider 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)).
- 2.13 **"Third Party Telecommunications Carrier"** means a Telecommunications Carrier as defined in the Act not a party to this agreement.
- 2.14 **"Transit Service Provider"** means AT&T-TSP when providing its Transit Traffic Service.
- 2.15 **"Transit Traffic"** means all Section 251(b)(5) Traffic, ISP-Bound Transit Traffic, IntraLATA InterMTA Transit Traffic, CMRS provider-bound traffic, and/or 800 IntraLATA Toll Traffic delivered via the Transit Traffic Service.
- 2.16 **"Transit Traffic Service"** is an optional switching and intermediate transport service provided by AT&T-TSP to CMRS provider where CMRS provider 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 Transit Traffic, IntraLATA InterMTA Transit 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, and specifically excludes IXC traffic.
- 2.17 **"Trunk" or "Trunk Group"** means the switch port interface(s) and the communication path created to connect CMRS provider's network with AT&T-TSP's network for the purpose of interconnection pursuant to the Act.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 AT&T-TSP will provide CMRS provider 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 CMRS provider shall have a Meet Point Billing Arrangement in place as described in Attachment c of the AT&T-TSP Interconnection Agreement prior to execution of the Transit Traffic Service Attachment.
- 3.3 A Transit Traffic Service rate applies to all Transit Traffic that originates on CMRS provider'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.
- 3.4 The Transit Traffic Service rate applies to all minutes of use ("MOUs") when CMRS provider sends Transit Traffic to a Third Party Terminating Carrier's network. CMRS provider 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.
- 3.5 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 CMRS provider for the Transit Traffic Service is outlined in Section 6 below and attached Transit Traffic Service Pricing Sheet.

CMRS Provider Originated

- 3.7 CMRS provider 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 CMRS provider or any Third Party if CMRS provider fails to enter into such traffic compensation arrangements. In the event CMRS provider originates Transit Traffic destined for a Third Party Terminating Carrier with which CMRS provider does not have a traffic compensation arrangement, then CMRS provider 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 CMRS provider. 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 CMRS provider originates Transit Traffic destined for a Third Party Terminating Carrier with which CMRS provider 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, CMRS provider 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 CMRS provider to participate as a party.
- 3.9 CMRS provider will be responsible for sending the Calling Party Number (CPN) for calls delivered to the network of AT&T-TSP. CMRS provider 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, CMRS provider agrees to cooperate to investigate and take corrective action. If CMRS provider is passing CPN but AT&T-TSP is not properly receiving information, CMRS provider will work cooperatively to correct the problem. If the CPN is not received from the CMRS provider, AT&T-TSP can not forward the CPN and CMRS provider 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 CMRS provider, as a Telecommunications Carrier originating traffic, has the sole responsibility of providing appropriate information to identify transiting traffic to Third Party Terminating Carriers.

CMRS Provider Terminated

- 3.11 CMRS provider shall not charge AT&T-TSP when AT&T-TSP provides Transit Traffic Service as the Transit Service Provider for calls terminated to CMRS provider.

- 3.12 When AT&T-TSP, operating as a Transit Service Provider, routes Transit Traffic to CMRS provider from a Third Party Originating Carrier, AT&T-TSP agrees to pass the originating Calling Party Number ("CPN") information to CMRS provider as provided by the Third Party Originating Carrier, with the exception of Type 1 traffic.
- 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 CMRS provider 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 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, CMRS provider will indemnify, defend and hold harmless AT&T-TSP from any resultant Losses. If AT&T-TSP or CMRS provider identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from Third Party Originating Carrier, CMRS provider 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 CMRS provider is not properly receiving information, CMRS provider will work cooperatively to correct the problem.
- 3.14 CMRS provider 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 CMRS provider has one or more MSCs and desires to exchange Transit Traffic through AT&T-TSP, CMRS provider shall trunk from each of its MSCs to all AT&T-TSP Tandems in such LATA; or, in the event CMRS provider has no MSC in a LATA in which it desires to exchange Transit Traffic through AT&T-TSP, CMRS provider 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 CMRS provider 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 CMRS provider as identified above, CMRS provider 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 pursuant to Section V Interconnection Trunk Group Options, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.
- 4.5.1 CMRS provider will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

5. TANDEM TRUNKING AND DIRECT TRUNKING REQUIREMENTS

- 5.1 When Transit Traffic between CMRS provider 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-TSP's written request, CMRS provider shall establish a direct Trunk Group or alternate transit arrangement between itself and such Third Party Terminating Carrier within sixty (60) calendar days. CMRS provider shall route Transit Traffic via AT&T-TSP's Tandem Switches, and not at or through any AT&T-TSP End Offices. Once this Trunk Group has been established, CMRS provider 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 CMRS provider 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. CMRS provider 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

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 | KY | TRANSIT TRAFFIC SERVICE | Transit Rate per Minute of Use | | | | 0.00225 | | | 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 | NC | TRANSIT TRAFFIC SERVICE | Transit Rate per Minute of Use | | | | 0.00225 | | | MOU |