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March 26, 2010

VIA HAND DELIVERY

Jeff DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

2010-00131

RECEIVED

MAR 26 2010

PUBLIC SERVICE
COMMISSION

Re: *Petition of Cricket Communications, Inc. for Arbitration of Rates, Terms and Conditions of Interconnection with Bellsouth Telecommunications, Inc. d/b/a AT&T Kentucky*

Dear Mr. DeRouen:

Enclosed please find and accept for filing the original and five copies of Cricket's Petition for Arbitration of Interconnection Rates, Terms and Conditions with AT&T Kentucky. Also enclosed is a CD with a copy of the filing. If the Commission would like additional paper copies of this filing please call me. After the Commission issues a case number we will take the necessary steps to obtain permission for our co-counsel to practice this case before the Commission.

Please confirm your receipt of this filing by placing the stamp of your Office with the date received on the enclosed additional copies and return them to me in the enclosed self-addressed stamped envelope.

Should you have any questions please contact me at your convenience.

Sincerely yours,

Douglas F. Brent

DFB:ec
Enclosures
cc: Service List

105180.136556/623726.1

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF PETITION OF)
CRICKET COMMUNICATIONS, INC. FOR)
ARBITRATION OF RATES, TERMS AND)
CONDITIONS OF INTERCONNECTION)
WITH BELLSOUTH)
TELECOMMUNICATIONS, INC. D/B/A)
AT&T KENTUCKY)

Case No. _____

**PETITION FOR ARBITRATION
OF INTERCONNECTION RATES, TERMS AND CONDITIONS**

Pursuant to Section 252(b)(1) of the Communications Act of 1934, as amended (the “Act”),¹ and the Kentucky Public Service Commission (“Commission”) rules of practice and procedure,² Cricket Communications, Inc. (“Cricket”), hereby petitions the Commission for arbitration of unresolved issues arising out of the negotiations of an interconnection agreement between Cricket and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky (“AT&T”) (hereafter, Cricket and AT&T may be collectively referred to as the “Parties”) in the state of Kentucky.

Cricket and AT&T are currently parties to an interconnection agreement in Kentucky. AT&T sent notice of its intent to terminate that agreement in 2009. In response, Cricket provided AT&T notice of its intent to continue operating under the agreement until negotiations over the terms of a successor agreement were complete. The Parties have engaged in good faith negotiations of such terms, but a number of unresolved issues exist between the Parties. Accordingly, Cricket hereby petitions the Commission to arbitrate the unresolved issues.

¹ 47 U.S.C. § 252(b)(1).

² See 807 KAR 5:001, Section 15(1)(c).

I. INTRODUCTION

Cricket (Utility ID 4201000) is a commercial mobile radio service (“CMRS”) provider licensed by the Federal Communications Commission (“FCC”) to provide wireless voice and broadband services in Kentucky, and thirty-three other states across the country. Cricket has deployed an all digital, 3G (third generation) network to provide innovative low-cost, high value, wireless services to its subscribers. In particular, Cricket offers unlimited prepaid voice and broadband services to subscribers without an obligation to enter into service contracts, and without the use of credit checks, or the assessment of overage fees. Cricket provides these low-cost services within its licensed service territory in Kentucky. In so doing, Cricket competes directly with other wireless providers and wireline companies in Kentucky, thereby bringing the benefits of competitive choices to the residents of Kentucky.

In order to provide these competitive retail services in a cost effective manner Cricket must be able to obtain wholesale interconnection services and facilities from the incumbent telephone company upon fair and reasonable terms. For example, Cricket must be able to obtain fair and reasonable terms governing the cost of interconnection facilities it uses to transport traffic to, and from, the incumbent telephone company’s network. In addition, where traffic exchanged between Cricket and AT&T is roughly balanced, Cricket must be able to obtain equitable and efficient reciprocal compensation terms. Finally, where Cricket incurs costs associated with the termination of other carriers’ traffic on Cricket’s network, it must be able to obtain reasonable terms that ensure Cricket is properly compensated for its operational costs.

Because the *current* interconnection agreement between AT&T and Cricket generally includes the equitable principles described above, during negotiations over terms for a successor agreement, Cricket has proposed to extend the term of the Parties’ current agreement for a period

of three years. This approach would reduce the transaction costs associated with continued negotiations of disputed terms, while at the same time eliminating the need for a costly and time-consuming arbitration proceeding before this Commission.

Indeed, an extension of the current agreement is identified in this petition as a “threshold” disputed issue that Cricket asks the Commission to resolve before other disputed issues.³ The extension issue is a threshold issue for the simple reason that if the Commission concludes that extending the current agreement is appropriate, all other disputed issues between the Parties will be moot, and the Commission can close this proceeding without further action. In the alternative, if the Commission concludes that extension of the agreement is not appropriate, it can proceed with a formal arbitration proceeding (with all of the necessary discovery, hearing and briefing phases) to resolve all of the disputed issues identified herein.

As an alternative to its extension proposal, Cricket has proposed contract language that seeks to equitably balance interconnection costs and obligations between itself and AT&T in a successor agreement. For example, Cricket has proposed language that would allocate the costs of interconnection facilities based upon each company’s “proportional use” of the facility. In addition, Cricket has proposed language that would permit the parties to use a cost efficient “in-kind” billing process when the traffic exchanged between Cricket and AT&T is roughly balanced. When these wholesale inputs are provided on fair, and reasonable, terms Cricket can maintain lower operating expenses. That, in turn, permits Cricket to continue providing the valuable low-cost wireless voice and broadband services that are simply not available from many existing CMRS providers.

³ Cricket also asks the Commission to resolve one other disputed threshold issue in advance of all others. That issue is whether transit traffic arrangements are governed by Section 251 of the Act, and this Commission’s authority over intrastate telecommunications traffic.

AT&T, however, has rejected these proposals during negotiations. Instead, AT&T has proposed terms that are neither fair nor reasonable, and which would force Cricket to assume more than its fair share of the costs associated with interconnection and exchange of traffic. AT&T's proposed terms, if accepted, would needlessly increase operational costs of a valuable competitive service provider in Kentucky. Therefore, if the Commission should decide that the current agreement between the Parties should not be extended, the Commission should adopt Cricket's reasonable and equitable proposals on those disputed issues in this proceeding.

In support of this Petition, Cricket states as follows:

II. PARTIES

1. Cricket is a Delaware corporation whose principal place of business is 5887 Copley Drive, San Diego, California 92111. Cricket is a CMRS provider licensed by the FCC to provide wireless services in Kentucky, and other states, and is classified as a "telecommunications carrier" under the Act. Cricket is a utility within the meaning of KRS 278.010(3)(e) and is authorized to provide telecommunications services in Kentucky.

2. The names and address of Cricket's representatives in this proceeding are as follows:

Douglas F. Brent
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
Tel: (502) 568-5734
Fax: (502) 562-0934
Email: douglas.brent@skofirm.com

K.C. Halm
Richard Gibbs
Davis Wright Tremaine LLP
1919 Pennsylvania Ave., NW, Suite 200
Washington, D.C. 20006
Tel: (202) 973-4200
Fax: (202) 973-4499
Email: kchalm@dwt.com
richardgibbs@dwt.com

3. AT&T is an incumbent local exchange company ("ILEC") as defined under Section 251(h) of the Act, 47 U.S.C. § 251(h), a utility within the meaning of KRS 278.010(3)(e), and is authorized to provide telecommunications services in Kentucky. AT&T maintains an office at 601 West Chestnut Street, Louisville, Kentucky 40203.

4. The name, address, and contact information for AT&T's primary representatives regarding this matter are:

Dennis Friedman
Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606
Tel: (312) 701-7319
Fax: (312) 706 8630
dfriedman@mayerbrown.com

Mary K. Keyer
General Counsel
AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203
Tel: (502) 582-8219
Mk3978@att.com

III. JURISDICTION

5. This Commission has jurisdiction over this Petition pursuant to Section 252(b)(1) of the Act. 47 U.S.C. § 252(b)(1). Under the Act, parties to the negotiation of an interconnection agreement may petition the state commission for arbitration of any unresolved issues arising out of such negotiations. 47 U.S.C. § 252(b).

6. This Commission has jurisdiction to arbitrate disputed issues between AT&T and competitors in the state of Kentucky, including issues arising from the merger conditions imposed upon AT&T in previous FCC orders.⁴

⁴ See Case No. 2007-00180, In the Matter of Petition of Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS for Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast at 8-9 (Ky PSC Order, Sept. 18 2007) (*Sprint-AT&T Arbitration Order*).

7. Further, this Commission has primary jurisdiction over general issues regarding the interpretation and implementation of interconnection agreements,⁵ and has affirmatively, and repeatedly, maintained jurisdiction over previous arbitration matters concerning the commencement and termination dates of carrier-to-carrier contracts.⁶

8. Under Section 252(b)(1) of the Act, the request for arbitration may be made by either party at any time during the period from the 135th to the 160th day (inclusive) after the date on which the ILEC receives a request for negotiations under Section 251 of the Act. 47 U.S.C. §§ 251, 252(b)(1).

9. For purposes of calculating the statutory negotiations window under Section 252, the Parties negotiation window opened on October 17, 2009. *See* Exhibit A-1, attached hereto. Accordingly, the arbitration window opened on the 135th day of negotiations, March 1, 2010, and will close on the 160th day of negotiations, March 26, 2010 (the date of this filing).

IV. HISTORY OF NEGOTIATIONS AND RESOLVED ISSUES

10. AT&T and Cricket are parties to an existing interconnection agreement in Kentucky (the "Kentucky Agreement").

11. On June 24, 2009, pursuant to the term and termination provisions of the Kentucky Agreement, AT&T sent notice to Cricket of AT&T's intent to terminate the Kentucky Agreement, and requested negotiation of a successor agreement.

12. In response to AT&T's notice, Cricket delivered to AT&T notice of Cricket's intent to continue operating under the Kentucky Agreement until the terms of a successor

⁵ *See Verizon Maryland, Inc. v. Public Service Commission of Maryland*, 535 U.S. 635, 642 (2002) and *BellSouth Telecommunications, Inc. v. MCI Metro Access Transmission Services*, 317 F.3d 1270, 1275 (11th Cir. 2003).

⁶ *See Sprint-AT&T Arbitration Order* at 9, and cases cited therein.

agreement were established. Since that time the Parties have met on a regular basis during the last five months to negotiate terms of an interconnection agreement for the state of Kentucky.

13. Negotiations between the Parties' representatives have generally focused on four substantive areas: (1) general terms and conditions; (2) network interconnection and traffic exchange; (3) reciprocal compensation and interconnection pricing terms; and, (4) transit traffic terms.

14. Although a number of unresolved issues remain, the record should reflect that during negotiations the Parties have resolved numerous issues. Generally speaking, the resolved issues, described below in paragraphs 15 and 16, pertain to areas outside of the core issues of interconnection, traffic exchange, and compensation.

15. In particular, the Parties have resolved numerous issues relating to the general terms and conditions, collocation, number porting, and 911 obligations of each Party. With respect to the general terms and conditions, the Parties resolved issues surrounding: changes of law, amendments to the agreement, dispute resolution processes, mutual obligations with respect to letters of authorization, coordinated actions in response to requests from law enforcement agencies, network management obligations and principles, and many other terms and conditions.

16. With respect to the interconnection issues, the Parties resolved several issues, including: indemnity obligations associated with transited traffic and notice obligations where new interconnection arrangements are established. The Parties resolved a number of other open issues in other parts of the negotiated draft interconnection agreement.

17. In addition, the Parties no longer have disputes over the number portability and 911 provisioning obligations under the new interconnection agreement proposed by AT&T. All resolved issues are incorporated by reference to the attached exhibits showing disputed language.

All language shown as “normalized” language (i.e. plain font) in Exhibit C, is resolved and no longer disputed between the Parties.

V. STATEMENT OF UNRESOLVED ISSUES AND EACH PARTY’S POSITION

18. Notwithstanding the Parties’ success with resolving many lesser issues, significant disputes remain over a number of important issues. First, as a threshold issue, is the dispute over whether the current Kentucky Agreement should be extended for a period of three years. A second threshold issue is whether transit traffic terms should be a component of the Parties’ interconnection agreement in Kentucky. Beyond these threshold issues, the largest number of remaining disputed issues involve network interconnection, traffic exchange, reciprocal compensation and interconnection pricing terms, and transit traffic terms.

19. As noted above, the unresolved issues fall into two separate categories: threshold issues, and non-threshold issues. The threshold issues should be resolved in an initial phase of the proceeding because their resolution will dictate the scope of the entire proceeding. The second category of issues, so-called “non-threshold” issues, are simply those unresolved issues concerning specific disputed contract language which the Commission should address (if necessary), following resolution of the threshold issues.

20. All of the unresolved issues between Cricket and AT&T, and each Party’s respective position as to each unresolved issue, are set forth in the attached disputed issues matrix, attached hereto as Exhibit B. For purposes of this petition, Cricket hereby incorporates by reference the matrix of disputed issues, statement of each Party’s position, and all other related information as set forth in Exhibit B.

A. Threshold Issue 1 – Extension of Kentucky Agreement

21. During negotiations over the terms of a successor to the Kentucky Agreement, Cricket proposed a resolution of all of the disputed issues then in existence. Specifically, on November 19, 2009, as part of the ongoing negotiations, Cricket sent AT&T correspondence outlining its proposal to extend the Parties' current interconnection agreement for three years pursuant to Merger Commitment 7.4 of the FCC order approving the merger of AT&T and BellSouth Telecommunications.⁷ Specifically, Cricket proposed that the term of the Kentucky Agreement be extended three years from the date of AT&T's termination notice letter (June 24, 2009). Cricket's proposal is attached hereto as Exhibit A-2.

22. Cricket's proposal to extend the term of the Parties' current agreement relies upon the commitment made by AT&T to the FCC as a condition of approval of its merger with BellSouth. On March 4, 2006, AT&T's parent corporation, AT&T Inc., entered into an agreement to merge with the BellSouth Corporation, the parent company of BellSouth Telecommunications, Inc. On March 31, 2006, AT&T Inc. and BellSouth Corporation filed a series of applications seeking FCC approval of the merger. To gain approval of its merger with BellSouth, AT&T agreed to abide by conditions aimed at "reducing transaction costs associated with interconnection agreements" (collectively referred to as the "Merger Commitments"). Once AT&T made these commitments the FCC approved the merger on December 29, 2006. These merger commitments remain in place for a period of forty-two (42) months from the date of approval, or until June 29, 2010.

23. Included in the Merger Commitments made by AT&T were a number of conditions intended to reduce transaction costs associated with the negotiation of interconnection

⁷ *In re AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, 22 FCC Rcd 5662, FCC 06-189, ¶ 14, 17 (released March 26, 2007) ("Merger Order").

agreements with competitors. Among other commitments, in Merger Commitment 7.4, AT&T specifically agreed that:

The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current Interconnection Agreement, *regardless of whether its initial term has expired*, for a period of up to three-years, subject to amendment to reflect prior and future changes of law. During this period, the Interconnection Agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.⁸

24. Thus, in reliance upon the plain language of Merger Commitment 7.4, Cricket's proposal was simply this: the Parties should extend their current Kentucky Agreement for a period of three years, subject to amendment to reflect prior and future changes of law.

25. During subsequent negotiations between the Parties' representatives in late November, AT&T communicated its rejection of Cricket's proposal to extend the Kentucky Agreement for a period of three years. Specifically, AT&T's representatives would not agree to extend the term of the agreement, asserting that Merger Commitment 7.4 does not apply to the existing interconnection agreement between Cricket-AT&T Kentucky. Via correspondence dated December 7, 2009 AT&T reiterated its unwillingness to accept Cricket's proposal to extend the term of the agreement. AT&T's response to Cricket's proposal is attached hereto as Exhibit A-3.

26. At a later point during the Parties' negotiations, on March 10, 2010, Cricket's negotiator forwarded a copy of the federal district court of Michigan's recent opinion affirming the Michigan PSC's order approving an extension of the Sprint-AT&T agreement in Michigan for a period of three years.⁹ During a subsequent teleconference between the Parties concerning

⁸ Merger Order, Appendix F, Merger Commitment 7.4, p 149 (emphasis added). The Merger Commitments are effective for a period of forty-two months from the AT&T/BellSouth merger closing date.

⁹ *Mich. Bell Tel. Co. v. Isioгу*, No. 09-12577, 2010 U.S. Dist. LEXIS 18182, (E.D. Mich. March 2, 2010).

disputed negotiations issues Cricket and AT&T's negotiators discussed the impact of the federal court's decision, and at least four other state commission decisions ordering AT&T to extend the term of its interconnection agreements with competitors for a period of three years pursuant to Merger Commitment 7.4.

27. Despite the growing list of legal authorities supporting Cricket's request, AT&T continued to maintain its position that it would not agree to an extension of the term of the Cricket Kentucky Agreement. Accordingly, the issue remains unresolved between the Parties, and Cricket asks the Commission to arbitrate this dispute as a threshold issue in this case.

28. Extension of the Kentucky Agreement is a threshold issue because its resolution will dictate the scope of this proceeding. Should the Commission conclude that extending the term of the Kentucky Agreement is appropriate, the Kentucky Agreement will continue to govern the Parties' rights and obligations for three more years. That, in turn, will eliminate the need for a successor agreement. In addition, all of the other disputed issues associated with the negotiation of a successor agreement will be moot, as no new agreement will be necessary. As such, if the Commission concludes that extension is appropriate, it can then terminate this proceeding without the need for any further action.

B. *Threshold Issue 2 – Transit Traffic*

29. A second threshold issue concerns the scope of AT&T's obligations to provide transit traffic service arrangements to Cricket pursuant to section 25I of the Act, and the Commission's authority over intrastate traffic. Recognizing that the Commission has previously determined that transit traffic service is subject to section 251, Cricket has proposed language that would require AT&T to make such terms available to Cricket. AT&T has opposed this

proposal, and instead proposed terms that would exclude transit traffic terms from the scope of the agreement that will be arbitrated and approved by this Commission.

30. This issue is a threshold issue because the Commission must confirm that transit traffic service arrangements are governed by section 251 of the Act, and the Commission's authority over intrastate traffic. If so, then the Parties must include such terms in their final agreement, and Cricket will ask the Commission to arbitrate the disputed contract language between AT&T and Cricket on those issues.

C. Remaining (Non-Threshold) Unresolved Issues

31. Of the approximately twenty disputed non-threshold issues, roughly two-thirds involve disputes over the network interconnection, traffic exchange, reciprocal compensation and interconnection pricing terms discussed in the introductory paragraphs of this petition.

32. Each disputed issue is set forth in detail in a disputed issues matrix, attached hereto as Exhibit B. The disputed issues matrix identifies the issue, relevant contract section references, each Party's proposed language on such issue, and each Party's position on the issue.

33. All of the disputed issues identified in Exhibit B are incorporated herein by reference.

VI. REQUEST FOR RELIEF

WHEREFORE, Cricket respectfully requests that the Kentucky Public Service Commission grant the following relief:

34. Address and decide the threshold issues noted above, in part, by approving a three year extension of the current Kentucky Agreement pursuant to Merger Commitment 7.4.

35. With respect to such threshold issues,

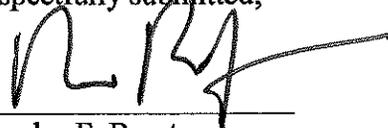
A. If the first threshold issue is decided in Cricket's favor, no further proceeding is necessary.

B. However, if the first threshold issue is decided in AT&T's favor, the Commission must convene a hearing and arbitrate the unresolved issues between Cricket and AT&T within the timetable specified by the Act.

36. Retain jurisdiction over this Petition until the Parties have submitted an agreement for approval in accordance with section 252(e) of the Act.

37. Take such other relief that it deems just and reasonable under the circumstances.

Respectfully submitted,



Douglas F. Brent
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2000 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
Tel: (502) 568-5734
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1919 Pennsylvania Ave., NW, Suite 200
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Fax: (202) 973-4499
Email: kchalm@dwt.com
richardgibbs@dwt.com

March 26, 2010

EXHIBITS

EXHIBIT A:

- A-1: Correspondence from AT&T Negotiator to Cricket Negotiator
Establishing Negotiations Window Under Section 252
- A-2: Cricket Negotiation Proposal to AT&T Regarding Proposed Extension of
the Parties' Current Interconnection Agreement
- A-3: AT&T Response to Cricket Negotiation Proposal to Extend the Parties'
Current Interconnection Agreement

EXHIBIT B: Disputed Issues List (Matrix) of Parties' Respective Positions and Proposed
Contract Language on All Unresolved Issues

EXHIBIT C: Parties' Proposed Interconnection Agreement Language

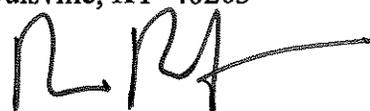
- C-1: General Terms and Conditions
- C-2: Network Interconnection Attachment and Pricing
- C-3: Transit Traffic Services Attachment and Pricing

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Petition was served upon the following persons by first class United States mail, postage prepaid, on the 26th day of March 2010:

Dennis Friedman
Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606

Mary K. Keyer
General Counsel
AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203



Counsel for Cricket Communications, Inc.

EXHIBIT A-1

Correspondence from AT&T Negotiator to
Cricket Negotiator Establishing Negotiations
Window Under Section 252



Kay Lyon
Four AT&T Plaza, 311 S. Akard
Suite 2040.03
Dallas, TX 75202

T: 214.858.0728
F: 214.858.1245
K17907@att.com

March 11, 2010

Mr. K. C. Halm
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue NW
Suite 200
Washington, DC 20006

Re: Negotiations for an Interconnection Agreement By and Between Cricket Communications, Inc. ("Cricket") and BellSouthTelecommunications, Inc d/b/a AT&T Kentucky ("AT&T Kentucky")

Dear K.C.:

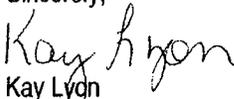
This letter will confirm the agreement between our companies, Cricket and AT&T Kentucky regarding the establishment of negotiations for an Interconnection Agreement between both parties.

The parties agree that the negotiation of an agreement between them will officially commence on October 17, 2009, notwithstanding any previous correspondence between the parties.

Accordingly, the 135 to 160 day period during which either party may file for arbitration under section 252(b)(1) of the Federal Telecommunications Act of 1996 shall begin on March 1, 2010 and will end on March 26, 2010, inclusive (the "Arbitration Window"). In the event that an agreement is not reached on or before the close of the Arbitration Window, either party may petition the Kentucky Public Service Commission to arbitrate any open issues.

Please confirm the above by signing below and returning the original of this letter bearing your signature to me.

Sincerely,


Kay Lyon
Lead Negotiator,
AT&T Wholesale

AGREED:


K. C. Halm
Davis Wright Tremaine LLP
Counsel to Cricket Communications

CC: Dan Graf
Director of Interconnection
Cricket Communications

EXHIBIT A-2

Cricket Negotiation Proposal to AT&T
Regarding Proposed Extension of the Parties'
Current Interconnection Agreement

November 19, 2009

Via Electronic and Overnight Mail

Ms. Kay Lyon
Lead Negotiator
AT&T, Inc.
4 AT&T Plaza, 311 S. Akard
Room 2040.03
Dallas, Texas 75202

Re: *Cricket Communications, Inc. Proposal Pursuant to AT&T/BellSouth Merger
Commitment No. 4 to Extend Parties' Interconnection Agreement for Three Years*

Dear Ms. Lyon:

As noted during our recent telephone conversations, Cricket Communications, Inc. ("Cricket") believes that an extension of the current interconnection agreement between Cricket and AT&T Kentucky, Inc. (f/k/a BellSouth Telecommunications, Inc.) ("AT&T") in the state of Kentucky is permitted by law. Accordingly, by this correspondence, Cricket hereby proposes an extension of the interconnection agreement that is currently in effect in the state of Kentucky between AT&T and Cricket.

This proposal is made pursuant to the express terms of Interconnection Merger Commitment No. 4, of Federal Communications Commission ("FCC") Order No. 06-189, approving the merger between AT&T, Inc. and BellSouth Corporation. As you know, that commitment states that:

4. The AT&T/BellSouth ILEC shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's 'default' provisions.

Ms. Kay Lyon, AT&T
November 19, 2009
Page 2

Accordingly, to effectuate this extension, Cricket proposes that the Parties immediately enter into an amendment to the current interconnection agreement that: (1) extends the current term of the agreement by three years from the date of AT&T's June 24, 2009 letter providing notice of its intent to terminate the current agreement (i.e. three years from June 24, 2009); (2) provides that the agreement (as extended) may be terminated only via Cricket's request, unless terminated pursuant to a default provision of the agreement; and, (3) recognizes that all other provisions of the agreement, as amended, shall remain in full force and effect since the agreement has already been modified to be TRRO compliant, and has an otherwise effective change of law provision.

Please provide your consent to this proposal by contacting me at your earliest convenience at the telephone number listed above. Thank you in advance for your prompt attention to this matter.

Very truly yours,

Davis Wright Tremaine LLP


K.C. Halm

cc: Diana Durham, Esq., AT&T, Inc.
Dan Graf, Cricket Communications

EXHIBIT A-3

AT&T Response to Cricket Negotiation Proposal to Extend the Parties' Current Interconnection Agreement

Eddie A. Reed, Jr.
Director-Interconnection Agreements
AT&T Operations, Inc.

AT&T Wholesale
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 214 464-2006



December 07, 2009

Mr. K.C. Halm
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, D.C. 20006

Re: Cricket Communications, Inc.'s Request to Extend the Term of its Kentucky Interconnection Agreement Pursuant to Merger Commitment 7.4

Dear Mr. Halm:

AT&T received your letter dated November 19, 2009, via FedEx on November 23, 2009. In the letter, you request, on behalf of Cricket Communications, Inc. ("Cricket"), to extend the term of Cricket's current CMRS Agreement in the State of Kentucky for a period of three (3) years, pursuant to Merger Commitment 7.4, "Reducing Transaction Costs Associated with Interconnection Agreements," which is associated with the merger of AT&T Inc. and BellSouth Corporation.

As you know, AT&T and Cricket are in the midst of negotiating an interconnection agreement pursuant to Sections 251/252 of the Telecommunications Act of 1996 ("1996 Act"), with the filing of an arbitration petition imminent. Merger Commitment 7.4 is not, of course, a provision of the 1996 Act, and our communications concerning Cricket's request pursuant to Merger Commitment 7.4 are not part of those negotiations.

Merger Commitment 7.4 applies to agreements that were in effect as of the date of the Merger Order, December 29, 2006. Cricket's agreement in the State of Kentucky became effective on September 05, 2008. In addition, it is AT&T's position that the term of an agreement may only be extended once. Cricket's Kentucky agreement is an adoption of a Sprint agreement that has already been extended for a period of three years under Merger Commitment 7.4. Therefore, Cricket's adoption of the already extended Sprint agreement is not eligible for an additional extension pursuant to Merger Commitment 7.4.

Please address any questions or concerns to Ms. Kay Lyon, who can be reached at 214-858-0728.

Sincerely,

 **TENA RYLANDER**
Eddie A. Reed, Jr.

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
“THRESHOLD” ARBITRATION ISSUES						
1.	N/A	Extension of Current ICA - <i>Should the current interconnection agreement be extended for a term of three years pursuant to merger commitments made by AT&T?</i>	N/A.	N/A.	Although the FCC has approved specific conditions to its approval of the merger between AT&T and BellSouth, Inc. (in the form of merger commitments made by AT&T), those conditions do not apply to the existing interconnection agreement between Cricket and AT&T.	Merger Commitment 7.4 of the FCC order approving the merger between AT&T and BellSouth, Inc. states that the AT&T/BellSouth ILECs (including AT&T Kentucky) shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law.
2.	General Terms & Conditions (“GTC”) § 34.1	Transit Traffic – <i>Should the interconnection agreement include terms governing the exchange of transit traffic over AT&T’s network?</i>	34.1 CMRS Provider will not send traffic to AT&T-Kentucky that is destined for the network of a Third Party unless CMRS Provider has an agreement to exchange traffic with that Third Party.	<u>34.1 Exchange of transit traffic will be governed by terms set forth in Transit Services Traffic Attachment of this Agreement.</u>	Terms regarding the exchange of transit traffic are not subject to Sections 251 and 252 of the Telecommunications Act of 1996, and therefore not subject to arbitration before the Kentucky PSC.	The Kentucky PSC has determined that it has authority to order carriers to include terms regarding the exchange of transit traffic in interconnection agreements reviewed and approved by the Kentucky PSC. The Commission’s authority arises from its explicit authority and jurisdiction over intrastate telecommunications traffic, and the authority delegated by

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						Congress under sections 251 and 252 of the Telecommunications Act of 1996.
GENERAL TERMS AND CONDITIONS ISSUES						
3.	GTC § 9.2.2	Deposit Thresholds - <i>Under what circumstances may AT&T-Kentucky demand assurance of payment from Cricket?</i>	9.2.2 CMRS Provider fails to timely pay a bill three (3) times within a twelve (12) month period rendered to the billed Party by the billing Party (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the billed Party has complied with all requirements set forth in Section 11.4 below); and/or 9.2.3 CMRS Provider's gross billing for any month is greater by a least ten percent (10%) than its billing for the corresponding month during the previous year, AT&T-Kentucky reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CMRS Provider's "accounts receivables and proceeds";	9.2.2 <u>The billed Party fails to timely pay an undisputed bill applicable to a specific Billing Account Number (BAN) for three (3) consecutive billing periods</u> rendered to the billed Party by the billing Party (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the billed Party has complied with all requirements set forth in Section 11.4 below); and/or 9.2.3 <u>Intentionally left blank.</u>	Deposits, letters of credit, and other "assurance" of payment should be triggered by several different events, including failure to timely pay an invoice twice in any twelve month period, as well as when Cricket experiences growth that results in an increase of 10% or more of bills rendered by AT&T to Cricket.	Cricket should be required to provide a deposit, letter of credit, or other "assurance" of payment only when it fails to timely pay an invoice for three (3) <i>consecutive</i> months. However, Cricket should not be required to provide a deposit when it experiences growth of customers and traffic on its network that results in an increase of 10% or more of bills rendered by AT&T. A deposit requirement that is triggered on a 10% increase in billings will effectively penalize Cricket's growth in Kentucky.
4.	GTC §10.3.1	Payment Deadline for Late Invoices - <i>Should an invoice</i>	10.3.1 If any portion of the payment is not received by the billing Party on or before the bill due date as set forth above, or if any portion	10.3.1 If any portion of the payment is not received by the billing Party on or before the bill due date as set forth above, or if any	AT&T invoices are usually rendered in a timely fashion. However, on those occasions	Invoices issued by both parties must be paid within thirty (30) days of the invoice date.

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		<i>payment deadline be extended if the billing Party does not deliver the invoice on a timely basis?</i>	of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.	portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law. <u>However, where the billing Party's invoice is not promptly delivered to the billed Party in the normal course of business, and is not received by the billed Party until ten or more calendar days from the invoice date, after the bill due date</u>	where the invoice is not rendered in a timely fashion the billed Party should not receive any additional time to make payment of such invoices. Instead, the billed Party should be required to render payment in the limited period of time available between the late invoice, and the original due date.	However, when an invoice is not rendered in a timely fashion, and the billed Party does not receive the invoice within a reasonable time after issuance, the billed Party should have additional time to pay the invoice. In such case, the bill due date should be modified and extended to thirty (30) days from receipt of the invoice. In addition, no late payment and/or interest charges should apply to charges due on an invoice that is not rendered in a timely fashion.

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				<u>shall be reset to thirty (30) days from receipt of the delayed invoice and no late payment and/or interest charges shall apply to charges due on such invoice.</u>		
5.	GTC § 10.9 § 11.4.3 § 11.4.4 § 11.6.2 § 12.4.4	Obligation to Place Disputed Charges in Escrow - <i>Should disputed amounts for reciprocal compensation obligations be paid into escrow accounts?</i>	10.9 If any portion of an amount due to the billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the billing Party to communicate disputes to the billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the billing Party, and (ii) all Disputed Amounts, other than disputed charges arising from reciprocal compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. In addition, where the Billing Party assesses charges or fees that are not set forth in the Pricing Sheet to this agreement, or that are not specifically authorized by the terms of this agreement, the Billed Party may withhold payment of such charges in conjunction with the submission of the bona fide dispute	10.9 If any portion of an amount due to the billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the billing Party to communicate disputes to the billing Party. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the billing Party. In addition, where the billing Party assesses charges or fees that are not set forth in the Pricing Sheet to this agreement, or that are not specifically authorized by the terms of this agreement, the Billed Party may withhold payment of such charges in conjunction with the submission of the bona fide dispute described herein.	When the billed Party disputes charges arising from reciprocal compensation charges, it must place all disputed amounts into an interest bearing escrow account. The interest bearing escrow account must be held by a Third Party escrow agent, which the parties must mutually agree upon. The Third Party escrow agent must meet eight separate criteria established by AT&T. In addition, payments made into the escrow account will also be subject to late payment charges.	When the billed Party disputes charges assessed by the billing Party, including charges related to the parties' reciprocal compensation charges, it should have a good faith basis for disputing such charges. In addition, the billed Party should be responsible for the payment of such charges, with interest, if at the end of the dispute resolution process it is determined that the charges were properly assessed by the billing Party.

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			<p>described herein</p> <p>11.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and</p> <p>11.4.2 pay all undisputed Unpaid Charges to the Billing Party; and</p> <p>11.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above; and</p> <p>11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above and deposited a sum equal</p>	<p>11.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and</p> <p>11.4.2 pay all undisputed Unpaid Charges to the Billing Party; and</p> <p>11.4.3 <u>Intentionally left blank;</u> and</p> <p>11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has <u>a good faith basis to dispute the Unpaid Charges.</u></p>		

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			<p>to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 12.0 below.</p> <p>11.6 If the Non-Paying Party fails to:</p> <p>11.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above within the time specified in Section 11.2 above.</p> <p>12.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T-Kentucky that it has either paid the disputed amount, or established an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a “dispute”. Failure to provide the information and evidence</p>	<p>11.6 If the Non-Paying Party fails to:</p> <p>11.6.2 <u>Intentionally left blank</u></p> <p>12.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T-Kentucky that it has either paid the disputed amount, <u>or that it has a valid basis for withholding payment consistent with the terms of this Agreement.</u></p>		

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			required by Section 12.0 above not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CMRS Provider's irrevocable and full waiver of its right to dispute the subject charges.			
<u>NETWORK INTERCONNECTION ISSUES (ATTACHMENT 2)</u>						
[NOTE: Sub-issues 6(a) – (e) address interconnection facilities issues.]						
6. (a)	Attach. 02- Network Inter-connection: § 2.3.1	Rates for Interconnection Facilities - Must interconnection facilities provided by AT&T pursuant to Section 251(c)(2) be priced at cost-based TELRIC rates, or higher access tariff rates?	2.3.1 Each Party shall be responsible for providing its own or leased Facilities used to interconnect the Parties' respective networks, and to transport and route Authorized Services calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement 2.3.1.1 Intentionally left blank.	2.3.1 Each Party shall be responsible for providing its own or leased Facilities used to interconnect the Parties' respective networks, and to transport and route Authorized Services calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to <u>TELRIC based rates.</u> Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement <u>2.3.1.1 Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T Kentucky for pre-existing or new Facilities or Interconnection arrangements ("Interconnection-Related Services") that</u>	AT&T is not required to provide entrance facilities at TELRIC-based rates. Such facilities will be provided by AT&T at higher tariffed rates.	The FCC has ruled that competitive carriers are entitled to lease facilities used to interconnect two LEC networks for the exchange of traffic at cost-based (i.e. TELRIC) rates pursuant to Section 251(c)(2). When such facilities are used for <i>interconnection</i> of the competitor's network to the ILEC network, they must be provided at TELRIC rates. This principle has been applied by several state commissions (against AT&T affiliates in other states), and affirmed by the federal courts. Upon execution, and implementation, of this agreement a TELRIC-based rate will need to be developed.

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			<p>2.3.1.1.1 Intentionally left blank.</p> <p>2.3.1.1.2 Intentionally left blank.</p> <p>2.3.1.1.3 Intentionally left blank.</p> <p>2.3.1.1.4 Intentionally left blank.</p>	<p><u>AT&T Kentucky provides to WSP shall be at the lowest of the following Rates/Charges:</u></p> <p><u>2.3.1.1.1 The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;</u></p> <p><u>2.3.1.1.2 The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;</u></p> <p><u>2.3.1.1.3 The Rates/Charges at which AT&T Kentucky charges any other Telecommunications carrier for similar Interconnection-Related Services;</u></p> <p><u>2.3.1.1.4 AT&T Kentucky's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et seq. when such Facilities are used by WSP as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at WSP's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an</u></p>		<p>Pending development of such rates, the Commission should direct the parties to apply a surrogate rate that achieves a reasonable approximation of a TELRIC-based rate for interconnection facilities.</p>

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			<p>2.3.1.1.5 Intentionally left blank.</p> <p>2.3.1.2 Intentionally left blank.</p>	<p><u>approved AT&T Kentucky forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,</u></p> <p><u>2.3.1.1.5 The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T Kentucky forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</u></p> <p><u>2.3.1.2. Reduced AT&T Kentucky Rates/Charges True-Up. If the lowest AT&T Kentucky Rates/Charges are established by the Commission in the context of the review and approval of an AT&T Kentucky cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to WSP until after the Effective Date of this Agreement, AT&T Kentucky shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that WSP was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T Kentucky implements billing the reduced Rate/Charges to WSP. AT&T</u></p>		

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			2.3.1.3 Intentionally left blank.	<u>Kentucky shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon WSP as a pre-requisite to WSP receiving such reduced Interconnection Rates/Charges.</u> <u>2.3.1.3 WSP Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that WSP provides AT&T Kentucky will be on a pass-through basis of the costs incurred by WSP to obtain and provide such Facilities.</u>		
(b)	Attach. 02- Network Inter-connection: § 2.3.6.3	Calculating the “Shared Facility Factor” - <i>Should the shared facility factor reflect each party’s proportional use of the interconnection facility, and allocate transit traffic equitably, or should Cricket be responsible for transit traffic that does not originate on its network?</i>	2.3.6 When WSP uses two-way DS-1 Facilities provided by AT&T-Kentucky to deliver traffic from its network and such DS-1 Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties’ networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-Kentucky to use those Facilities. If AT&T-Kentucky elects to use such facilities, AT&T-Kentucky will reimburse WSP for AT&T-Kentucky’s proportionate use of such Facilities.	2.3.6 When WSP uses two-way Facilities provided by AT&T-Kentucky to deliver traffic from its network and such Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties’ networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-Kentucky to use those Facilities. If AT&T-Kentucky elects to use such facilities, AT&T-Kentucky will reimburse WSP for AT&T-Kentucky’s proportionate use of such Facilities.	The costs of an interconnection facility will be allocated between Cricket and AT&T based upon each Party’s “proportionate use” of the facility. Proportionate use of the facility shall be measured by the volume of traffic originating on each Party’s network. However, when calculating Cricket’s obligations under this provision <u>all transit traffic</u> delivered to, or from, (i.e. both originating and terminating on) Cricket’s	Federal regulations require proportionate use of an interconnection facility to be measured by determining the amount of traffic <u>originating</u> on the network of the carrier providing the interconnection facility. Accordingly, this factor should be based upon an analysis of the total volume of traffic originating on Cricket’s network. AT&T proposes to include third party originated transit

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			<p>2.3.6.3 AT&T Kentucky agrees to share proportionally in the recurring costs of any shared facilities purchased by WSP from the applicable tariffs. AT&T-Kentucky's proportionate share of the Facilities is equal to the amount of all Section 251(b)(5) Calls traffic originated by AT&T-Kentucky on AT&T-Kentucky's network in the State, divided by the total minutes of use all traffic transported over the local interconnection Facilities between the Parties in the State.</p> <p>2.3.7 Notwithstanding the foregoing, for two-way interconnection facilities, WSP elects to have interconnection facilities billed at 100 percent of the applicable tariff rate. WSP will make available these facilities, for trunking and Interconnection, to AT&T-KENTUCKY. If AT&T-KENTUCKY chooses to use such facilities for trunking and Interconnection, WSP will bill AT&T-KENTUCKY a proportionate share of the cost of the facilities. WSP shall bill and AT&T-KENTUCKY shall pay WSP via the following process for DS3 and above</p>	<p>2.3.6.3 AT&T Kentucky agrees to share proportionally in the recurring costs of any shared facilities purchased by WSP from <u>AT&T Kentucky</u>. AT&T Kentucky's proportionate share of the Facilities is equal to the total minutes of use of all traffic transported over the local interconnection Facilities between the Parties in the State, <u>less the total minutes of use of Section 251(b)(5) Calls (traffic) originated by WSP that terminates on AT&T Kentucky's network in the State, with the result divided by the total minutes of use of all traffic transported over the local interconnection Facilities between the Parties in the State.</u></p> <p>2.3.7 <u>Intentionally left blank.</u></p>	<p>network shall be counted as Cricket's traffic for purposes of determining Cricket's "proportionate use" of the facilities.</p> <p>Interconnection facilities under this agreement should be limited to DS1 facilities. The agreement should not include cost sharing principles for any interconnection facility that exceeds a DS1 capacity.</p>	<p>traffic as Cricket's responsibility for purposes of developing a shared facility factor. However, that approach is inequitable and unduly burdensome upon Cricket. Further, ATT is already compensated by for its carriage of transit traffic, and would be engaging in a form of double recovery if it's language is adopted.</p> <p>Further, interconnection cost sharing principles under this agreement should apply to all facilities used to interconnect the parties' networks, whether or not such facilities are DS1 or higher capacity DS3 circuits.</p>

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			facilities: 2.3.7.1 Multiple the per DS3 rate billed to WSP by AT&T-KENTUCKY for the local interconnection DS3 facilities, times the equivalent number of DS3s carrying the local interconnection DS1s (number of local interconnection DS1s divided by 28 DS1s per DS3) times the Shared Facility Factor times any discount factors such as Multiple Service Arrangement (MSA) or Broadband Interface (BBI) discounts.	2.3.7.1 <u>Intentionally left blank.</u>		
(c)	Attach. 02- Network Inter-connection: § 2.3.6.4	Administering the “Shared Facility Factor” - <i>Should AT&T dictate the shared facility factor, or should the factor be determined by mutual consent, based upon traffic studies or other appropriate evidence?</i>	2.3.6.4 AT&T-Kentucky will provide to WSP, on a quarterly basis, AT&T-Kentucky’s Shared Facility Factor, representing AT&T-Kentucky’s proportionate share of the Facilities, as measured by the methodology set forth in the preceding provision, Section 2.3.6.3, AT&T-Kentucky will calculate and provide the Shared Facility Factor, and the actual traffic usage used to develop that factor, to WSP on a quarterly basis by the 20th of January, April, July and October of each year. WSP agrees to utilize the Shared Facility Factor provided by AT&T-Kentucky to represent the percent of Section 251(b)(5) Calls Traffic originated by AT&T-Kentucky and terminated to WSP over a shared two-way local interconnection facility. To determine the shared facility charges owed by AT&T-Kentucky to WSP.	2.3.6.4 <u>As of the effective date of this agreement, the Parties have agreed that the Shared Facility Factor shall be 40:60, such that WSP will assume 40% of the proportionate share of the cost of the facility, and AT&T-Kentucky will assume 60% of the proportionate share of the cost of the facility. AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Shared Facility Factor does not accurately reflect the proportion of traffic originating on Cricket’s network, and for which Cricket is financially responsible. For purposes of this section 2.3.6.4, the phrase “accurately reflect” shall mean a variance of the Shared Facility Factor stated above of greater than five percent (5%). AT&T-KENTUCKY and WSP agree to negotiate a new Shared Facility Factor within</u>	AT&T will calculate and establish the “shared facility factor” on a quarterly basis. AT&T will provide that figure to Cricket without any input from Cricket. However, Cricket may attempt to negotiate a different factor to AT&T if it produces a traffic study based on actual traffic data.	The parties should agree upon the shared facility factor and include that factor in the final, executed interconnection agreement. If that factor changes significantly then either Party can notify the other Party that the traffic patterns have changed and that the factor should be modified. The opportunity to modify the factor will occur every three months.

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			<p>such Shared Facility Factor will be applied by WSP against the two-way local interconnection facility charges billed by AT&T-Kentucky to WSP. WSP has the right to review the Shared Facility Factor each quarter and negotiate changes as justified. However, any changes to the Shared Facility Factor will be applied on a prospective basis.</p>	<p>thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Shared Facility Factor will be filed within thirty (30) days of execution, and will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement on a new Shared Facility Factor within thirty (30) days of receiving notice, AT&T-KENTUCKY and WSP agree to use the dispute resolution process set forth in Section 12.0 of the General Terms and Conditions of this Agreement.</p>		
			<p>2.3.6.4.1 Intentionally left blank.</p>	<p>2.3.6.4.1 Facilities Used in the Provision of Transit Service. The costs of Facilities used to deliver WSP-originated traffic between a POI on the AT&T Kentucky network and the POI at which AT&T Kentucky hands off WSP-originated traffic to a Third Party who is indirectly interconnected with WSP via AT&T Kentucky's network, are recouped by AT&T as a component of AT&T's transit service per minute of use charge. AT&T Kentucky shall not charge WSP for any costs associated with the origination or deliver of any Third Party traffic delivered by AT&T Kentucky to WSP. Accordingly, all transit traffic originating or terminating on WSP's network shall not be</p>		

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AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p><u>[Except from Price Sheet]:</u></p> <p>3. Shared Facility Factor To be established on a quarterly basis based on actual usage of the Facilities, subject to modification per Section 2.3.6 of Attachment 2.</p>	<p><u>allocated to WSP for purposes of determining each Party's proportionate use of Facilities (i.e. the Shared Facility Factor) under this Agreement.</u></p> <p><u>[Except from Price Sheet]:</u></p> <p>3. Shared Facility Factor <u>WSP: 40 / AT&T: 60.</u> To be established based on actual usage of the Facilities, subject to modification per Section 2.3.6 of Attachment 2.</p>		
(d)	Attach. 02- Network Inter-connection: § 2.3.6.6	<p>Bill and Keep Arrangement for Interconnection Facilities – <i>Should the parties use a bill and keep arrangement for the cost of the facilities when the traffic exchanged between each network is roughly balanced?</i></p>	<p>2.3.6.6 Intentionally left blank.</p>	<p>2.3.6.6 <u>Conversion to Bill and Keep for Facilities Compensation. If at some point following the effective date of this Agreement, the Section 251(b)(5) Calls traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective Facilities compensation obligations under Section 2.3 of this Attachment 2. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Section 251(b)(5) Calls traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When</u></p>	<p>A bill and keep arrangement for the cost of interconnection facilities used by the parties is not appropriate under any circumstances. The parties should always bill one another for their respective share of the cost of the interconnection facilities, even if the traffic exchanged between their respective networks is roughly balanced.</p>	<p>If the traffic between AT&T and Cricket’s network is roughly balanced, such that each Party terminates roughly the same amount of traffic it originates, then the parties should use a bill and keep arrangement for apportioning cost responsibility for interconnection facilities. Under this arrangement each Party would be responsible for half (50%) of the entire cost of the facilities, such that no charges would be assessed by either Party.</p>

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
				<u>the actual usage data for such period indicates that the Section 251(b)(5) Calls traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Facilities compensation under this Agreement. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Facilities compensation on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Facilities compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 2.3.6.6.</u>		
(e)	Attach. 02- Network Inter-connection: § 2.3.8	Cost Responsibility for AT&T's One-Way Trunks - Should AT&T be financially responsible for the entire cost of one-way interconnection facilities (from AT&T to Cricket)it chooses to	2.3.9 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way Section 251(b)(5) Calls traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense. Notwithstanding the foregoing, if the Parties agree to deliver	2.3.9 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way Section 251(b)(5) Calls traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense.	If AT&T uses one-way trunks to send its traffic to Cricket (such that Cricket will have to establish its own, separate one-way trunks), then Cricket should pay for a portion of the interconnection facilities used to carry AT&T's one-way	If AT&T uses one-way trunks to send its traffic to Cricket (such that Cricket will have to establish its own, separate one-way trunks), then AT&T should be responsible for the entire cost of that facility, regardless of whether a third Party carrier

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Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
		<i>deploy to send traffic to Cricket's network?</i>	Third Party Traffic in addition to Section 251(b)(5) Calls traffic on a land-to-mobile one-way Facility, then WSP shall be responsible for a portion of the facility cost, based on the Shared Facility Factor listed in AT&T-13STATE's Pricing Schedule or the quarterly percentage provided by AT&T SOUTHEAST REGION 9-STATE, as applicable.		trunks if a third Party carrier sends traffic that transits AT&T's network, and terminates on Cricket's network.	sends traffic over the AT&T network which terminates on Cricket's network.
7.	GTC, § 2.127 Attach. 02- Network Inter-connecti	Compensation for IntraMTA Traffic - Should the Parties treat all intraMTA traffic as compensable traffic pursuant to section 251(b)(5), or should intraMTA traffic which is delivered to an intermediary carrier (an IXC) be excluded from compensation under section 251(b)(5)?	2.127 "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, originate and terminate within the same MTA. [[NOTE: Same AT&T-proposed language (and same dispute) at § 2.4 of Transit Traffic Services Attachment.]] ----- 4.1.1 Telecommunications traffic exchanged between AT&T-Kentucky and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.	2.127 "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 between the Parties and that, originate and terminate within the same MTA <u>including intraMTA traffic that AT&T Kentucky delivers to WSP over the facilities of an unaffiliated or affiliated IXC.</u> [[NOTE: Same Cricket-proposed language (and same dispute) at § 2.4 of Transit Traffic Services Attachment.]] ----- 4.1.1 Telecommunications traffic exchanged between AT&T-Kentucky and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic <u>that originates in one MTA and terminates in a</u>	IntraMTA traffic that begins on AT&T's network, is delivered to an interexchange carrier, and terminates on Cricket's network without leaving the Metropolitan Trading Area (MTA) should not be compensable as section 251(b)(5) traffic subject to reciprocal compensation. Instead, such intraMTA traffic should be treated like toll, or long-distance, traffic and subject to AT&T's switched access charges.	IntraMTA traffic that begins on AT&T's network, is delivered to an interexchange carrier, and terminates on Cricket's network without leaving the Metropolitan Trading Area (MTA) should be compensable as section 251(b)(5) traffic subject to reciprocal compensation, consistent with FCC decisions, and the federal courts in Kentucky.

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
	on: §§ 4.1.1, 4.2.3.1.7		<p>4.2.3 Traffic Not Subject to Reciprocal Compensation:</p> <p>4.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:</p> <p>4.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);</p> <p>4.2.3.1.2 Toll-free calls, e.g., 800/888, Information Services Traffic, 500 and 700 calls;</p> <p>4.2.3.1.3 Third Party Traffic;</p> <p>4.2.3.1.4 Non-facility based traffic;</p> <p>4.2.3.1.5 Paging Traffic;</p> <p>4.2.3.1.6 InterMTA Traffic;</p> <p>4.2.3.1.7 1+ IntraMTA calls that are handed off to an IXC;</p>	<p><u>different MTA</u>, or InterMTA Traffic.</p> <p>4.2.3 Traffic Not Subject to Reciprocal Compensation:</p> <p>4.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:</p> <p>4.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);</p> <p>4.2.3.1.2 Toll-free calls, e.g., 800/888, Information Services Traffic, 500 and 700 calls;</p> <p>4.2.3.1.3 Third Party Traffic;</p> <p>4.2.3.1.4 Non-facility based traffic;</p> <p>4.2.3.1.5 Paging Traffic;</p> <p>4.2.3.1.6 InterMTA Traffic;</p> <p>4.2.3.1.7 <u>Intentionally Left Blank;</u></p> <p>4.2.3.1.8 IXC Traffic <u>that originates in one</u></p>		

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			4.2.31.8 IXC Traffic; and,	<u>MTA and terminates in a different MTA (i.e. InterMTA traffic, per 4.2.3.1.6, above);</u> and,		
8.	Attach. 02- Network Inter-connection: §§ 4.3.4 GTC § 2.137.1	Compensation for Transport and Termination of Traffic - <i>Should the parties use a surrogate billing factor that could be construed as defining Section 251(b)(5) traffic in a manner inconsistent with federal law?</i>	4.3.4 To determine the amount of AT&T-KENTUCKY originated Section 251 (b)(5) traffic terminated by WSP to be billed by WSP to AT&T-KENTUCKY, WSP will utilize the Surrogate Billing Factor as follows: 4.3.4.1 Statewide Section 251 (b)(5) traffic for which WSP is to bill AT&T-KENTUCKY = (statewide Section 251 (b)(5) traffic billed by AT&T-KENTUCKY to WSP) divided by (1 - Surrogate Billing Factor) multiplied by (Surrogate Billing Factor). 2.137.1 Surrogate Billing Factor means a mutually agreed upon factor representing the statewide AT&T originated Section 251 (b)(5) traffic terminated by WSP (i.e., Land-to-Mobile (L/M)) divided by the total of the L/M MOUs plus the statewide WSP originated Section 251 (b)(5) traffic terminated by AT&T (i.e., Mobile-to-Land (M/L)). No Transit Traffic will be used in the determination of the Surrogate Billing Factor.	4.3.4 To determine the amount of AT&T-KENTUCKY originated Section 251 (b)(5) traffic terminated by WSP to be billed by WSP to AT&T-KENTUCKY, WSP will utilize the Surrogate Billing Factor as follows: 4.3.4.1 Section 251 (b)(5) traffic <u>terminating on WSP's network within the state of Kentucky</u> for which WSP is to bill AT&T-KENTUCKY = (Section 251 (b)(5) traffic billed by AT&T-KENTUCKY to WSP) divided by (1 - Surrogate Billing Factor) multiplied by (Surrogate Billing Factor). 2.137.1 Surrogate Billing Factor means a mutually agreed upon factor representing the <u>total</u> AT&T originated Section 251 (b)(5) traffic terminated by WSP (i.e., Land-to-Mobile (L/M)) <u>within the State of Kentucky</u> divided by the total of the L/M MOUs plus the <u>total</u> WSP originated Section 251 (b)(5) traffic terminated by AT&T (i.e., Mobile-to-Land (M/L)) <u>within the State of Kentucky</u> . No Transit Traffic will be used in the determination of the Surrogate Billing Factor.	A surrogate billing factor should be used which includes the term "Statewide Section 251(b)(5) traffic" to define that traffic subject to billing under a surrogate reciprocal compensation billing methodology.	The agreement should avoid the use of imprecise terms such as "Statewide Section 251(b)(5) traffic" (as AT&T has proposed), and instead use language which clearly demonstrates that the parties do not intend to define such traffic in a manner that is inconsistent with federal law.

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
9.	Attach. 02- Network Inter-connecti on: § 4.2.2.2 Price Sheet § 1	Bill and Keep Arrangement for Transport and Termination of Traffic - <i>Should the parties use a bill and keep arrangement as the compensation mechanism for terminating minutes of use when the traffic exchanged between each parties' network is roughly balanced?</i>	4.2.2.2 Intentionally left blank.	<u>4.2.2.2 Conversion to Bill and Keep for Section 251(b)(5) Calls traffic Compensation. If at some point following the effective date of this Agreement, the Section 251(b)(5) Calls traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Section 251(b)(5) Calls traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Section 251(b)(5) Calls traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Section 251(b)(5) Calls traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Section 251(b)(5) Calls traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Section 251(b)(5) Calls traffic</u>	A bill and keep arrangement for the transport and termination of traffic is not appropriate under any circumstances. The parties should always bill one another for their respective share of the cost of the transport and termination of the other Party's traffic, even if the traffic exchanged between their respective networks is balanced.	If the traffic between AT&T and Cricket's network is roughly balanced, such that each Party terminates roughly the same amount of traffic it originates, then the parties should use a bill and keep arrangement for the transport and termination of traffic on the respective networks. Under this arrangement each Party would not bill the other Party for the transport and termination of traffic on their respective networks, in recognition of the fact that such bills would likely be equivalent and result in a "zero balance" (or no liability) for both parties.

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

Exhibit B
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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>[Excerpt from Price Sheet]:</p> <p>1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</p> <p>Type 2A Type 2B Type 1 \$0.0007 \$0.0007 \$0.0007</p>	<p><u>usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Section 251(b)(5) Calls traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 4.2.2.2.</u></p> <p>[Excerpt from Price Sheet]:</p> <p>1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</p> <p>Type 2A Type 2B Type 1 <u>Bill and Keep (applicable to all types)</u></p>		
10.	Attach. 02 – Network Inter-connecti on: § 4.4.2.1	Compensation for InterMTA Traffic - <i>What is the appropriate compensation for Originating Landline-to WSP InterMTA Traffic?</i>	4.4.2.1 For AT&T-KENTUCKY originated landline-to-WSP traffic that, at the beginning of the call: (a) originates on AT&T-KENTUCKY's network in one MTA; and, (b) is delivered to the mobile unit of WSP's End User located in another MTA, AT&T-KENTUCKY shall charge and WSP shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing	<u>4.4.2.1 The Parties agree that for any Originating landline to WSP InterMTA Traffic that is routed over Type 2A Interconnection Trunk Groups, WSP is authorized to charge, and AT&T-KENTUCKY will pay to WSP for such traffic, the Originating landline to WSP InterMTA Traffic rate stated in the Pricing Schedule attached hereto. As of the effective date of this agreement, the Parties have agreed that the percentage of traffic considered Originating landline to WSP</u>	AT&T traffic delivered to Cricket's network that originates in one MTA and terminates in another MTA is equivalent to traditional wireline long distance traffic and Cricket should pay switched access charges to AT&T as if it were a long distance carrier.	When AT&T sends traffic to Cricket's network that originates in one MTA and terminates in another MTA Cricket will terminate such traffic to the called Party. In so doing Cricket will incur certain termination costs which should be compensated by AT&T as the cost-cause because its subscribers initiated the call, and thereby created the costs

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			<p>Schedule attached hereto. WSP shall not charge and AT&T-KENTUCKY shall not pay reciprocal compensation for originating landline-to-WSP InterMTA Traffic.</p> <p>4.4.2.2 Until such time as the Parties can measure originating landline-to-WSP Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T-KENTUCKY's End Users that are delivered to WSP's network over the Interconnection Trunks.</p>	<p><u>InterMTA Traffic shall be one (1) percent of the total AT&T-KENTUCKY-originated traffic terminated by and delivered to WSP over Type 2A Interconnection Trunk Groups ("Originating landline to WSP InterMTA Traffic Factor"). Changes to the Originating landline to WSP InterMTA Traffic Factor will be subject to paragraph 4.4.2.2. All Originating landline to WSP InterMTA Traffic must be routed over Type 2A Interconnection Trunk Groups in accordance with section 3.8, above.</u></p> <p><u>4.4.2.2 AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Originating landline to WSP InterMTA Traffic factor does not accurately reflect the proportion of AT&T-KENTUCKY-originated landline to WSP InterMTA Traffic terminated by WSP over local trunks. AT&T-KENTUCKY and WSP agree to negotiate a new Originating landline to WSP InterMTA Traffic factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Originating landline to WSP InterMTA Traffic factor will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement</u></p>		<p>incurred by Cricket.</p>

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Cricket proposed language: double underline

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	Price Sheet § 5.2		<p>[Excerpt from Price Sheet]:</p> <p>5.2 Originating Landline to WSP InterMTA Traffic Factor - 6%</p>	<p>[Excerpt from Price Sheet]:</p> <p>5.2 Originating Landline to WSP InterMTA Traffic Factor - <u>1%</u></p>		
11.	Attach. 02- Network Inter-connection § 4.4.1.3	<p>Basis for Establishing InterMTA Traffic Factors – <i>Should the parties use traffic studies, or the exchange of JIP, as the method for classifying calls in the formulation of a land to mobile InterMTA traffic factor?</i></p>	<p>4.4.1.3 Where technically feasible, WSP agrees to provide the Jurisdiction Information Parameter (“JIP”) in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS’ Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, the Parties will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for negotiating an Originating WSP to Land InterMTA Traffic factor. If WSP fails to populate JIP in accordance with the industry standard, then AT&T-KENTUCKY will use either Originating Location Routing Number (“OLRN”), or originating NPA/NXX (calling party), or another mutually agreed upon indicator that identifies cell site or originating</p>	<p>4.4.1.3 <u>At its sole discretion</u>, WSP agrees to provide the Jurisdiction Information Parameter (“JIP”) in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS’ Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, the Parties will use <u>traffic studies</u> as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for negotiating an Originating WSP to Land InterMTA Traffic factor. If WSP <u>does not provide JIP</u>, then <u>the Parties will use a traffic study</u>, or another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Switching Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-</p>	<p>For all traffic measurements the parties should use Jurisdictional Information Parameter (“JIP”) as the preferred method to classify calls as interMTA for purposes of negotiating an interMTA traffic factor. If Cricket does not provide the JIP, then AT&T will use either Originating Location Routing Number (“OLRN”), or originating NPA/NXX (calling party), to classify the call.</p>	<p>For all traffic measurements the parties should use traffic studies, in lieu of the Jurisdictional Information Parameter (“JIP”), as the preferred method to classify calls as interMTA for purposes of negotiating an interMTA traffic factor. Use of a JIP is not appropriate because of the limitations associated with the use of a JIP for certain traffic originating on wireless service provider networks. If a traffic study is not appropriate, or feasible, the parties can negotiate an alternative arrangement.</p>

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			Mobile Telephone Switching Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for use in negotiating a Originating WSP to Land InterMTA Traffic factor.	Intrastate for use in negotiating a Originating WSP to Land InterMTA Traffic factor.		
12.	Attach. 02- Network Inter-connecti on §§ 5.1.2-5.1.3	Billing IXCs for Switched Access Services – <i>Should the agreement impose obligations upon Cricket to engage in meet point billing procedures even when both parties are not billing interexchange carriers for switched access services?</i>	§ 5.1 Pursuant to the procedures described in the Multiple Exchange Carrier Access Billing (“MECAB”) document, developed by the Alliance for Telecommunications Industry Solutions’ (“ATIS”) Ordering and Billing Forum (“OBF”), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (“EMI”) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.	<u>§ 5.1 When the Parties are engaged in the provision of jointly provided switched access services</u> , pursuant to the procedures described in the Multiple Exchange Carrier Access Billing (“MECAB”) document, developed by the Alliance for Telecommunications Industry Solutions’ (“ATIS”) Ordering and Billing Forum (“OBF”), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (“EMI”) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.	The interconnection agreement should include meet point billing terms that will establish each party’s respective obligations to engage in meet point billing of switched access services, and the exchange of necessary information to support such billing, regardless of whether both parties are actually providing switched access services to interexchange carriers.	The agreement should impose meet point billing obligations only when both parties are engaged in the provision of switched access services (and the billing of such services) to interexchange carriers. Cricket does not provide switched access services, and does not normally bill interexchange carriers for such services. As such, it is not appropriate to impose meet point billing obligations under the agreement.

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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>5.2 WSP providers interconnecting with AT&T-KENTUCKY must obtain a non-hosted Revenue Accounting Office code in order to receive detail usage data from AT&T-KENTUCKY. Each Party agrees to provide the other Party with Access Usage Records (“AURs”), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any portion of the notifying Party’s network in a Meet Point Billing (“MPB”) arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.</p> <p>5.3 Other Responsibilities Of The Parties:</p> <p>5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party’s respective access tariff or</p>	<p>5.2 <u>When the Parties are engaged in the provision of jointly provided switched access services</u>, WSP providers interconnecting with AT&T-KENTUCKY must obtain a non-hosted Revenue Accounting Office code in order to receive detail usage data from AT&T-KENTUCKY. Each Party agrees to provide the other Party with Access Usage Records (“AURs”), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any portion of the notifying Party’s network in a Meet Point Billing (“MPB”) arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.</p> <p>5.3 Other Responsibilities Of The Parties <u>when the Parties are engaged in the provision of jointly provided switched access services</u>:</p> <p>5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party’s respective access</p>		

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Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>WSP’s contract with the IXC, based on the billing percentages stated below.</p> <p>5.3.2 WSP shall designate AT&T-KENTUCKY’s Access Tandem switch or any other reasonable Facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).</p> <p>5.3.4 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or WSP’s contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association (“NECA”) FCC Tariff No. 4.</p> <p>5.3.5 AT&T-KENTUCKY shall implement the “Multiple Bill/Single Tariff” option described in the MECAB document identified in Section 5.1 above, so that each Party bill the IXC for its portion of the jointly provided Switched Access</p>	<p>tariff or WSP’s contract with the IXC, based on the billing percentages stated below.</p> <p>5.3.2 WSP shall designate AT&T-KENTUCKY’s Access Tandem switch or any other reasonable Facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).</p> <p>5.3.4 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or WSP’s contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association (“NECA”) FCC Tariff No. 4.</p> <p>5.3.5 AT&T-KENTUCKY shall implement the “Multiple Bill/Single Tariff” option described in the MECAB document identified in Section 5.1 above, so that each Party bill the IXC for its portion of the jointly provided</p>		

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			Services. WSP may elect not to implement the “Multiple Bill/Single Tariff” option until an F.C.C. order is issued that requires the implementation of Meet Point Billing of IXC traffic.	Switched Access Services.		
<u>TRANSIT TRAFFIC ISSUES</u>						
13.	Attach. 02- Network Inter-connecti on § 4.6.3	Transit Traffic Terms – <i>Under what conditions should AT&T be entitled to bill Cricket for traffic delivered to a third party carrier’s network?</i>	4.6.3 When a Non-AT&T Tandem Provider sends Traffic originated by the End Users of WSP to (i) AT&T-Kentucky’s End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-Kentucky, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier’s End Users , WSP is responsible for all Conversation MOU’s billed by AT&T-Kentucky for Section 251(b)(5) traffic or the applicable switched access or transit rates as found in the Access Services tariffs or other related contract for such traffic.	4.6.3 When a Non-AT&T Tandem Provider sends Traffic originated by the End Users of WSP to (i) AT&T-Kentucky’s End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-Kentucky, purchased on a wholesale basis, to provide service to its End Users; WSP is responsible for all Conversation MOU’s billed by AT&T-Kentucky at the <u>Section 251(b)(5) rates set forth in Section 1 of the Price Sheet of this agreement, and Price Sheet</u> for Section 251(b)(5) traffic or the applicable transit rates for such traffic.	Terms regarding the exchange of transit traffic, i.e., that which originates on a third Party’s network, transits the AT&T network, and terminates on a Cricket network, or vice versa, are not subject to Section 251 of the Telecommunications Act, are outside the scope of the Kentucky PSC’s jurisdiction, and are not appropriate for inclusion in Kentucky PSC approved interconnection agreements.	Terms regarding the exchange of transit traffic, i.e., that which originates on a third party’s network, transits the AT&T network, and terminates on a Cricket network, or vice versa, are subject to Section 251 of the Telecommunications Act, are within the scope of the Kentucky PSC’s jurisdiction, and are appropriate for inclusion in Kentucky PSC approved interconnection agreements.
14.	Transit Traffic Attach. §§ 1.1, 2.10, 3.5, 8.1	Transit Traffic Terms – <i>Is transit service governed by Section 251 of the Act, and/or the Commission’s authority over intrastate traffic; and, must transit service be made available at</i>	1.1 This Transit Traffic Service Attachment (“Attachment” or “Agreement”) sets forth the rates, terms and conditions of AT&T-Kentucky’s Transit Traffic Service as a Transit Service Provider. AT&T-Kentucky’s Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not	1.1 This Transit Traffic Service Attachment (“Attachment” or “Agreement”) sets forth the rates, terms and conditions of AT&T-Kentucky’s Transit Traffic Service as a Transit Service Provider. AT&T-Kentucky’s Transit Traffic Service is provided to other Telecommunications Carriers <u>pursuant to Section 251 and 252 of the</u>	Transit traffic service is not governed by Section 251 of the Act, and is not subject to TELRIC pricing standards.	Transit traffic service is governed by Section 251 of the Act, and as such is subject to TELRIC pricing standards and principles applicable to interconnection arrangements provided under section 251. In addition, transit traffic is

AT&T-Kentucky proposed language: **bold font**
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Exhibit B
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		<i>TELRIC rates?</i>	<p>originate with, or terminate to, the Transit Service Provider’s End User. Transit Traffic Service allows Cricket Communications, Inc. (“WSP”) to exchange WSP originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier, utilizing AT&T-Kentucky’s Transit Traffic Service.</p> <p>2.10 “Transit Traffic Service” is an optional non-251/252 switching and intermediate transport service provided by AT&T-Kentucky for Transit Traffic between WSP and AT&T-Kentucky, where WSP is directly interconnected with an AT&T-Kentucky Tandem.</p> <p>3.5 The rates that AT&T-Kentucky shall charge WSP for Transit Traffic Services are set forth in Section 8.0, below and in the attached Transit Traffic Service Appendix Pricing.</p> <p>8.1 Unless otherwise specified below or in the Transit Traffic Service Appendix Pricing, Transit Traffic Services rates apply to all Minutes-of-Use (“MOU” or “MOUs”), when WSP sends Transit Traffic to a Third Party</p>	<p><u>Telecommunications Act of 1996, and applicable state law</u>, for Telecommunications Traffic that does not originate with, or terminate to, the Transit Service Provider’s End User. Transit Traffic Service allows Cricket Communications, Inc. (“WSP”) to exchange WSP originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier, utilizing AT&T-Kentucky’s Transit Traffic Service.</p> <p>2.10 “Transit Traffic Service” is a switching and transport service provided by AT&T-Kentucky for Transit Traffic between WSP and AT&T-Kentucky <u>pursuant to Section 251 and 252</u>, where WSP is directly interconnected with an AT&T-Kentucky Tandem.</p> <p>3.5 The <u>TELRIC-based</u> rates that AT&T-Kentucky shall charge WSP for Transit Traffic Services are set forth in Section 8.0, below and in the attached Transit Traffic Service Appendix Pricing.</p> <p>8.1 Unless otherwise specified below or in the Transit Traffic Service Appendix Pricing, Transit Traffic Services rates <u>shall be TELRIC-based rates that</u> apply to all</p>		<p>intrastate traffic which the Commission retains authority over for purposes of ensuring efficient network uses and arrangements.</p> <p>The Kentucky PSC has determined that it has authority to order carriers to include terms regarding the exchange of transit traffic in interconnection agreements reviewed and approved by the Kentucky PSC. The Commission’s authority arises from its explicit authority and jurisdiction over intrastate telecommunications traffic, and the authority delegated by Congress under sections 251 and 252 of the Telecommunications Act of 1996.</p>

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			Terminating Carrier's network through AT&T-KENTUCKY's Tandem Office Switch, where an AT&T-KENTUCKY End User is neither the originating nor the terminating party. WSP agrees to compensate AT&T-KENTUCKY, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Appendix Pricing.	Minutes-of-Use ("MOU" or "MOUs"), when WSP sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-KENTUCKY's Tandem Office Switch, where an AT&T-KENTUCKY End User is neither the originating nor the terminating party. WSP agrees to compensate AT&T-KENTUCKY, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Appendix Pricing.		
15.	Transit Traffic Attach. § 3.6	Transit Traffic Terms – <i>Should Cricket be required to enter into a 22 state interconnection agreement with meet point billing terms with AT&T?</i>	3.6 WSP and AT&T-Kentucky shall execute an Interconnection Agreement with Meet Point billing terms and conditions.	3.6 <u>Upon mutual consent of the Parties</u> , WSP and AT&T-Kentucky shall execute an Interconnection Agreement with Meet Point billing terms and conditions.	As a condition to the exchange of transit traffic with AT&T, Cricket should be required to enter into an interconnection agreement that includes meet point billing terms and conditions. Such meet point billing terms would govern the parties mutual obligations governing the billing of jointly provided switched access services.	Where appropriate and necessary, and upon mutual consent, the parties can enter into a multi-state agreement with meet point billing terms. However, because Cricket does not provide switched access services, or generally bill interexchange carriers, this provision should not be mandatory.
16.	Transit Traffic Attach. § 3.7.2	Transit Traffic Terms – <i>Under what circumstances should Cricket be obligated to deliver billing records to AT&T?</i>	3.7.2 Subject to WSP providing all necessary information, AT&T SOUTHEAST REGION 9-STATE 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	3.7.2 Subject to WSP <u>agreeing to participate and</u> providing all necessary information, AT&T SOUTHEAST REGION 9-STATE 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, <u>or other</u>	Cricket should be required to provide to AT&T Electronic Message Interface (EMI) call records and data, including various billing and carrier identifying information regardless of whether Cricket	The parties should mutually agree upon the necessary information to exchange for purposes of billing third party originated traffic, at such time that all of the carriers on the call path have terms that

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			<p>Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T SOUTHEAST REGION 9-STATE. AT&T SOUTHEAST REGION 9-STATE 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 SOUTHEAST REGION 9-STATE for Transit Traffic originated by WSP.</p> <p>3.7.3 Information required from WSP participating in EMI billing with AT&T SOUTHEAST REGION 9-STATE includes, but is not limited to:</p> <ul style="list-style-type: none"> (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 SOUTHEAST REGION 9-STATE will only render a bill to WSP. 	<p><u>appropriate termination compensation</u>, and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T SOUTHEAST REGION 9-STATE. AT&T SOUTHEAST REGION 9-STATE 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 <u>transit charges</u>, <u>(as set forth in the attached Pricing Sheet)</u>, <u>assessed</u> by AT&T SOUTHEAST REGION 9-STATE for Transit Traffic originated by WSP.</p> <p>3.7.3 <u>Where WSP agrees to participate in EMI billing records exchange with AT&T SOUTHEAST REGION 9-STATE, WSP will provide the following information:</u></p> <ul style="list-style-type: none"> (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 SOUTHEAST REGION 9-STATE will only render a bill to WSP. 	<p>participates in a mutual billing arrangement with third party providers.</p>	<p>provide for the billing of such traffic. Until such time as the originating and terminating carrier have terms for billing, the exchange of call records and related information is premature and burdensome on all involved.</p>

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			(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 SOUTHEAST REGION 9-STATE Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP's AT&T SOUTHEAST REGION 9-STATE Type 2A trunk interconnection exists.	(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 SOUTHEAST REGION 9-STATE Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP's AT&T SOUTHEAST REGION 9-STATE Type 2A trunk interconnection exists.		
17.	Transit Traffic Attach. § 3.7.4	Transit Traffic Terms – Under what circumstances should the Parties establish a default Billing Interconnection Percentage (“BIP”)?	3.7.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T SOUTHEAST REGION 9-STATE 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.	3.7.4 <u>Where WSP engages in the billing of transport and termination charges assessed upon third party carrier originated traffic, a default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T SOUTHEAST REGION 9-STATE 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.</u>	The parties should establish a billing interconnection percentage for purposes of billing third party providers for jointly provided switched access, and transit.	There is no need for the parties to establish a billing interconnection percentage at this time. Such arrangements are appropriate if Cricket begins billing third parties for traffic that transits the AT&T network, and terminates on the Cricket network.
18.	Transit Traffic Attach.	Transit Traffic Terms – Should Cricket be obligated to enter into	4.1 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering	4.1 WSP has the <u>option</u> to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering	Cricket has the sole obligation to enter into traffic compensation arrangements	Cricket has the option, but not the obligation, to enter into traffic compensation

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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
	§ 4.1	<i>traffic compensation arrangements with Third Party carriers as a precondition to sending transit traffic over AT&T's network?</i>	Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers. In no event will AT&T-Kentucky 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-Kentucky's network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-Kentucky against any and all Losses including, without limitation , charges levied by such Third Party Terminating Carrier against AT&T-Kentucky. The Third Party Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges to the Third Party Terminating Carrier.	Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers. In no event will AT&T-Kentucky have any liability to WSP or any Third Party Carrier, if WSP <u>does not</u> enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-Kentucky's network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-Kentucky against any and all <u>applicable, and lawfully applied, termination</u> charges levied by such Third Party Terminating Carrier against AT&T-Kentucky. The Third Party Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges <u>for traffic originating on WSP's network</u> to the Third Party Terminating Carrier. <u>In the event that any indemnity rights under this section 4.1 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an</u>	with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers.	arrangements with each Third Party carrier that it may exchange traffic with via the AT&T tandem. The terms, and existence, of such agreements should be dictated by the parties thereto, and the state Commission, but not AT&T.

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
				<u>estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP’s own cost and expense.</u>		
19.	Transit Traffic Attach. §§ 4.1, 4.2, 4.3	Transit Traffic Terms – <i>Should Cricket be obligated to indemnify AT&T and hold it harmless against “any and all losses”-- without limitation?</i>	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-Kentucky for transiting to such Third Party Terminating Carriers. In no event will AT&T-Kentucky 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-Kentucky’s network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-Kentucky against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-Kentucky. The Third Party	4.1 WSP has the <u>option</u> to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers. In no event will AT&T-Kentucky have any liability to WSP or any Third Party Carrier, if WSP <u>does not</u> enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-Kentucky’s network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-Kentucky against any and all <u>applicable, and lawfully applied, termination</u> charges levied by such Third Party Terminating Carrier against	Cricket should be required to indemnify AT&T against “any and all losses” arising from the exchange of transit traffic over AT&T’s network. Further, Cricket should assume these indemnity obligations regardless of whether it has any liability, or involvement, in the losses that AT&T may suffer.	Cricket will accept some indemnity obligations, but believes that such obligations should be limited to the obligation to indemnify AT&T against any termination charges levied by Third Party Carriers against AT&T for traffic that originates on Cricket’s network. In other words, Cricket does not expect AT&T to pay for termination costs that are Cricket’s responsibility, and would otherwise apply to Cricket. However, indemnity obligations should be limited in this manner, rather than left vague and open-ended as

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			<p>Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges to the Third Party Terminating Carrier.</p> <p>4.2 In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier</p>	<p>AT&T-Kentucky. The Third Party Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges <u>for traffic originating on WSP's network</u> to the Third Party Terminating Carrier. <u>In the event that any indemnity rights under this section 4.1 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP's own cost and expense.</u></p> <p>4.2 In the event WSP originates Transit Traffic destined for a Third Party Terminating</p>		<p>AT&T proposes.</p>

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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-Kentucky to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-Kentucky has delivered, WSP will indemnify AT&T-Kentucky 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-KENTUCKY will not oppose WSP's intervention, and participation as a party in such proceeding. In the event that any indemnity rights under this section 4.2 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including billing information AT&T-KENTUCKY may have).</p> <p>4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-Kentucky's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-Kentucky identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added,</p>	<p>Carrier with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-Kentucky to pay such Third Party Carrier termination charges for the <u>WSP-originated</u> Transit Traffic AT&T-Kentucky has delivered <u>to a Third Party Carrier</u>. WSP will indemnify AT&T-Kentucky for any and all <u>Third Party Carrier</u> termination charges related to such order. In the event of any such proceeding, AT&T-KENTUCKY will not oppose WSP's intervention, and participation as a party in such proceeding. In the event that any indemnity rights under this section 4.2 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including <u>all relevant</u> billing information AT&T-KENTUCKY may have <u>in its possession or control</u>).</p> <p>4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-Kentucky's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-Kentucky identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped,</p>		

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AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>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-Kentucky, but AT&T-Kentucky is not properly receiving the information, then WSP will work cooperatively with AT&T-Kentucky to correct the problem. If AT&T-Kentucky does not receive CPN from WSP, then AT&T-Kentucky cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-Kentucky from any and all Losses arising out of the failure of any traffic transiting AT&T-Kentucky's network to have CPN.</p>	<p>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-Kentucky, but AT&T-Kentucky is not properly receiving the information, then WSP will work cooperatively with AT&T-Kentucky to correct the problem. If AT&T-Kentucky does not receive CPN from WSP, then AT&T-Kentucky cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-Kentucky from any and all <u>applicable, and lawfully applied, Third Party Carrier termination charges</u> arising out of the failure of any <u>WSP-originated</u> traffic transiting AT&T-Kentucky's network to have CPN. <u>In the event that any indemnity rights under this section 4.3 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier</u></p>		

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>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-KENTUCKY, serving as the Transit Service Provider. AT&T-KENTUCKY 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-KENTUCKY cannot forward the CPN; therefore, WSP will indemnify, defend and hold harmless AT&T-KENTUCKY from any and all Losses arising from or related to the lack of CPN. If AT&T-KENTUCKY 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-KENTUCKY and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-KENTUCKY or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY and the Third Party Originating Carrier to correct the problem.</p>	<p><u>termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP's own cost and expense.</u></p> <p>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-KENTUCKY, serving as the Transit Service Provider. AT&T-KENTUCKY 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-KENTUCKY cannot forward the CPN. If AT&T-KENTUCKY 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-KENTUCKY and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-KENTUCKY or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY and the Third Party Originating Carrier to correct the problem.</p>		

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 Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
20.	Transit Traffic Attach. § 6.1	Transit Traffic Terms – Under what circumstances should Cricket be required to establish a direct connection with Third Party carriers?	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-KENTUCKY, WSP shall trunk from each of its MSCs to all AT&T-KENTUCKY 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-KENTUCKY, then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-KENTUCKY Tandems in such LATA.	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-KENTUCKY, WSP shall trunk from each of its MSCs to <u>the appropriate</u> AT&T-KENTUCKY Tandems in such LATA <u>consistent with the terms of Attachment 2 (Network Interconnection) of the interconnection agreement between AT&T-KENTUCKY and WSP in Kentucky;</u> or, in the event WSP has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-KENTUCKY, then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to <u>the appropriate</u> AT&T-KENTUCKY Tandems in such LATA.	Cricket shall establish trunks from each MSC in a LATA to all AT&T Kentucky Tandems in such LATA when it desires to exchange transit traffic with AT&T Kentucky.	The parties should avoid the use of overly broad language, and instead should use clear language to establish appropriate trunking arrangements depending upon the nature of the traffic, and the location of network facilities in use.
21.	Transit Traffic Attach. § 7.1	Transit Traffic Terms – Under what circumstances should Cricket be required to establish a direct connection with Third Party carriers?	7.1 WSP shall route Transit Traffic via AT&T-Kentucky’s Tandem Office Switches, and not at or through any AT&T-Kentucky End Offices. When WSP Transit Traffic is routed through AT&T-Kentucky’s Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-Kentucky 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-Kentucky’s request. Once a	7.1 WSP shall route Transit Traffic via AT&T-Kentucky’s Tandem Office Switches, and not at or through any AT&T-Kentucky End Offices. When WSP Transit Traffic is routed through AT&T-Kentucky’s Tandem to a Third Party Terminating Carrier and requires <u>forty-eight (48)</u> or more trunks <u>for three (3) consecutive months,</u> upon AT&T-Kentucky written request, WSP shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty	Cricket should establish direct connections with Third Party carriers whenever the volume of traffic reaches twenty-four (24) or more trunks.	Cricket should establish direct connections with Third Party carriers whenever the volume of traffic reaches forty eight (48) or more trunks for a sustained period of time, i.e., at least three consecutive months. This threshold ensures that a direct connection is justified by a sufficiently high level of traffic, for a continuous period of time.

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AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-Kentucky Tandem to the Third Party Terminating Carrier, unless AT&T-Kentucky and WSP mutually agree otherwise.	(60) calendar days from the date of AT&T-Kentucky's request. Once a <u>direct</u> Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-Kentucky Tandem to the Third Party Terminating Carrier, unless AT&T-Kentucky and WSP mutually agree otherwise.		

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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TWO-WAY CMRS INTERCONNECTION AGREEMENT (WIRELESS) – GENERAL TERMS AND CONDITIONS

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

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TWO-WAY CMRS INTERCONNECTION AGREEMENT

This Two-Way CMRS Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Service (CMRS) (the Agreement), by and between one or more of the AT&T Inc. owned ILEC's hereinafter referred to as BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky, (only to the extent that the agent for such AT&T-owned ILEC executes this Agreement for such AT&T Inc. owned ILEC and only to the extent that such AT&T Inc. owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and Wireless Service Provider, Cricket Communications, Inc., on behalf of itself and its affiliates ("Cricket", also referenced as "WSP"), (a Delaware Corporation), shall apply to the State of Kentucky.

WHEREAS, Cricket holds authority from the Federal Communications Commission to operate as a Commercial Mobile Radio Services licensee to provide Authorized Services in the State(s), and intends to provide Commercial Mobile Radio Services employing such licensed frequency(ies); and

WHEREAS, the Parties desire to enter into an agreement for the Interconnection of their respective networks within the portions of the State in which both Parties are 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; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and Facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 Introduction

- 1.1 Capitalized Terms used in this Agreement shall have the respective meanings specified in Section 2.0 below "Definitions", and/or as defined elsewhere in this Agreement.
- 1.2 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&Cs), set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&Cs, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

2.0 Definitions

- 2.1 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.
- 2.2 "Access Service Request (ASR)" means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 2.3 "Access Tandem" mean a local exchange carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC end office network and IXC POP's.
- 2.4 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-KENTUCKY to the CMRS Provider community.
- 2.5 "Affiliate" means As Defined in the Act.
- 2.6 "Ancillary Services" means optional supplementary services such as directory assistance, N11, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) and Switched Access Services. Enhanced 911 ("E911") is not an Ancillary Service.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

- 2.7 “Ancillary Services Connection” means a one-way, mobile-to-land Type 1 interface used solely for the transmission and routing of Ancillary Services traffic.
- 2.8 “Answer Supervision” means an off-hook supervisory signal sent by the receiving Party’s Central Office Switch to the sending Party’s Central Office Switch on all Completed Calls after address signaling has been completed.
- 2.9 “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 2.10 “As Defined in the Act” means as specifically defined by the Act.
- 2.11 “As Described in the Act” means as described in or required by the Act.
- 2.12 “AT&T Inc.” (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, Inc. 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; 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. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.
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- 2.30 “AT&T KENTUCKY” means the AT&T-owned ILEC doing business in Kentucky.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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- 2.47 “Audited Party” means the Party being audited by the Auditing Party.
- 2.48 “Auditing Party” means the Party conducting an audit of the Audited Party’s books, records, data and other documents.
- 2.49 “Authorized Services” means those Commercial Mobile Radio Services which WSP may lawfully provide pursuant to Applicable Law, including the Act, and that are considered to be CMRS. This Agreement is solely for the exchange of Authorized Services traffic between the Parties.
- 2.50 “Bill Due Date” means thirty (30) calendar days from the bill date.
- 2.51 “Billed Party” means the recipient Party of a bill rendered from the Billing Party.
- 2.52 “Billing Party” means the Party rendering a bill.
- 2.53 “Bona Fide Request (BFR)” means the process described in BFR Attachment.
- 2.54 “Business Day” means Monday through Friday, excluding holidays on which AT&T-KENTUCKY ILEC does not provision new retail services and products.
- 2.55 “CABS” means the Carrier Access Billing System.
- 2.56 “Cash Deposit” means a cash security deposit in U.S. dollars held by AT&T-KENTUCKY.
- 2.57 “Cell Site” means a transmitter/receiver location, used by a CMRS Provider, through which radio links are established between a wireless system and mobile units.
- 2.58 “Central Automatic Message Accounting (CAMA) Trunk” means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from WSP’s switch to an AT&T-KENTUCKY E911 Selective Router.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

- 2.59 “Central Office Switch” means/refers to the switching entity within a Central Office building in the Public Switched Telecommunications Network. The term “Central Office” refers to the building, whereas the term “Central Office Switch” refers to the switching equipment within the building, but both terms are sometimes used interchangeably. The term “Central Office” is sometimes used to refer to either an End Office or a Tandem Office. Central Offices are also referred to by other synonymous terms, some of which are:
- 2.59.1 “End Office Switch” means/refers to the switching machine or entity that directly terminates traffic to and receives traffic from purchasers of local Exchange Services, usually referred to as an End User or customer, within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of Trunks. An End Office Switch also connects its End Users to Tandem Switches. The term “End Office” refers to the End Office building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office.
- 2.59.2 “Tandem Office Switch” or “Tandem Switch” means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches and End Office Switches, may exchange calls between each other when a direct Trunk Group is unavailable. The term “Tandem Office” and “Tandem” are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building.
- 2.60 “Charge Number” means the CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 2.61 “Claim(s)” means any pending or threatened claim, action, proceeding or suit.
- 2.62 “CLASS Features” (“Custom Local Area Signaling Service Features”) means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- 2.63 “Commercial Mobile Radio Service(s) (CMRS)” means As Defined in the Act and FCC rules.
- 2.64 “Commission” means the applicable State agency with regulatory authority over Telecommunications: the Kentucky Public Service Commission (KPSC).
- 2.65 “Common Channel Signaling (CCS)” means or refers to a network architecture that uses Signaling System 7 (SS7) to transport supervision, alerting, addressing and controls signals, and data messages between Telecommunications nodes and networks during call set-up and tear-down, utilizing Signaling Transfer Points (STP), Service Switching Points (SSP) and Signaling Control Points (SCP). CCS is an out-of-band network that is separate from the call transmission path of public switched telephone network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.
- 2.66 “Common Language Location Identifier (CLLI)” means the codes that provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last three (3) characters identify the network component.
- 2.67 “Completed Call” means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 2.68 “Consequential Damages” means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party’s actual damages, and regardless of whether the Parties knew or had

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been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

- 2.69 “Conversation MOU” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 2.70 “CPN” (“Calling Party Number”) means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 2.71 “Day” means calendar day unless “Business Day” is specified.
- 2.72 “Delaying Event” means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:
- 2.72.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;
 - 2.72.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or
 - 2.72.3 any Force Majeure Event.
- 2.73 “DEOT” means Direct End Office Trunk.
- 2.74 “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.
- 2.74.1 “Digital Signal Level 0 (DS-0)” means the lowest-level signal in the time division multiplex digital hierarchy, and represents a voice-grade channel operating at either the 56 Kbps or 64 Kbps transmission bit rates. There are 24 DS-0 channels in a DS-1.
 - 2.74.2 “Digital Signal Level 1 (DS-1)” means the 1.544 Mbps first level signal in the time division multiplex hierarchy.
 - 2.74.3 “Digital Signal Level 3 (DS-3)” means the 44.736 Mbps third level signal in the time division multiplex hierarchy.
- 2.75 “Disconnect Supervision” means an on-hook supervisory signal sent at the end of a Completed Call.
- 2.76 “Discontinuance Notice” means the written notice sent by the Billing Party to the other Party that notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party’s notice of Unpaid Charges.
- 2.77 “Disputed Amounts” means the amount that the Disputing Party contends is incorrectly billed.
- 2.78 “Disputing Party”, as used in the Sections 10.0 below and 12.0 below, means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.
- 2.79 “Electronic File Transfer” means any system or process that utilizes an electronic format and protocol to send or receive data files.
- 2.80 “End User(s)” means a Third Party subscriber to Telecommunications Services provided by any of the Parties at retail, including a “roaming” user of Carrier’s CMRS and CMRS network. As used herein, the term “End User(s)” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 2.81 “Equal Access Trunk Group” means a trunk used solely to deliver WSP’s customers’ traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.

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- 2.82 “Exchange Message Interface (EMI)” (formerly Exchange Message Record “EMR”) means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, CABS, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record and the Alliance for Telecommunications Industry Solutions (ATIS) document, ATIS-0406000-xxxx. (xxxx refers to the year of publication).
- 2.83 “Exchange Service” means Telephone Exchange Service As Defined in the Act.
- 2.84 “Facility” or (Facilities) means the wire, line, or cable used to interconnect the Parties’ respective networks, and dedicated to the transport of Authorized Services traffic between the Parties’ respective networks.
- 2.85 “FCC” means the Federal Communications Commission.
- 2.86 “Governmental Authority” means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 2.87 “Intellectual Property” means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.
- 2.88 “Interconnection” means As Defined/required in the Act.
- 2.89 “Interconnection Service(s)” means Interconnection, Collocation, functions, Facilities, products and/or services offered under this Agreement.
- 2.90 “Interexchange Carrier (IXC)” means a carrier (other than a CMRS provider or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.
- 2.90.1 “IXC Traffic” shall mean traffic that is transported over the network of an interexchange carrier.
- 2.91 “InterLATA” means As Defined in the Act.
- 2.92 “InterMTA Traffic” means traffic to or from WSP’s network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the cell site to which the mobile End User is connected).
- 2.93 “Internet Service Provider (ISP)” means an Enhanced Service Provider (ESP) that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.
- 2.93.1 “IntraMTA Traffic” means traffic that at the beginning of the call originates on either Party’s network, that terminates on the other Party’s network, that is exchanged between the Parties and that, originates and terminates within the same MTA (as determined by the geographic location of the Cell Site to which the mobile End User is connected).
- 2.94 “ISP-Bound Traffic” means Telecommunications traffic, in accordance with the FCC’s Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) (“FCC ISP Compensation Order”).
- 2.95 “Jurisdictional Identification Parameter (JIP)” means an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.
- 2.96 “LATA” means Local Access and Transport Area as described in the Act.
- 2.97 “Late Payment Charge” means the charge that is applied when the Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by the Billing Party as of the Bill Due Date, or if the Billed Party does not submit the Remittance Information.

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- 2.98 “Letter of Credit” means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to AT&T-KENTUCKY naming the AT&T-owned ILEC(s) designated by AT&T-KENTUCKY as the beneficiary thereof and otherwise on the AT&T-KENTUCKY Letter of Credit form.
- 2.99 “Local Exchange Carrier (LEC)” means As Defined in the Act.
- 2.100 “Local Exchange Routing Guide (LERG)” means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 2.101 “Local Number Portability (LNP)” means the ability of users of Telecommunications Services to retain the presence of a previously existing telephone number(s).
- 2.102 “Location Routing Number (LRN)” means the ten (10) digit number that is assigned to the network switching elements (Central Office Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.
- 2.103 “Local Service Request (LSR)” means the form used to input orders to the Local Service Center (LSC) by WSP, including, but not limited to orders to add, establish, change or disconnect services.
- 2.104 “Loss” or “Losses” means any and all losses, costs (including court costs), Claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 2.105 “MSC” (“Mobile Switching Center”) means as used by WSP in performing, inter alia, originating and terminating functions for calls to or from WSP’s End Users.
- 2.106 “MTA” (“Major Trading Area”) means defined in 47 C.F.R. § 24.202(a).
- 2.107 “Non-Paying Party” means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party.
- 2.108 “North American Numbering Plan (NANP)” means the numbering architecture in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.
- 2.109 “Numbering Plan Area (NPA)” also called area code means the three (3)-digit code that occupies the A, B, C positions in the ten (10)-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits two (2) through nine (9) and X represents any digit zero (0) through nine (9). In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, (e.g., 800).
- 2.110 “Number Portability” means As Defined in the Act.
- 2.111 “NXX” or “Central Office Code” means the three (3)-digit switch entity indicator that is defined by the fourth (4th) through sixth (6th) digits of a ten (10)-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 2.112 “OBF” (Ordering and Billing Forum) means a forum comprised of local telephone companies and interexchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

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- 2.113 “Offer Services” means when WSP opens an NPA-NXX, ports a WSP number to serve an End User or pools a block of numbers to serve End Users.
- 2.114 “Operations Support Systems (OSS)” means the suite of functions which permits WSP to interface to the ILEC for pre-ordering, ordering, provisioning, maintenance/ repair and billing as described in the Attachment OSS herein.
- 2.115 “Originating Landline to WSP InterMTA Traffic ” means traffic delivered directly from AT&T-KENTUCKY’s originating network to WSP’s network that, at the beginning of the call: (a) originates on AT&T-KENTUCKY’s network in one MTA; and, (b) is delivered to the mobile unit of WSP’s End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA.
- 2.116 “Paging Traffic” means traffic to WSP’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to WSP or traffic to AT&T-KENTUCKY’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T-KENTUCKY.
- 2.116 “Party” means either WSP or the AT&T-owned ILEC; use of the term “Party” includes each of the AT&T-owned ILEC(s) that is a Party to this Agreement. “Parties” means both WSP and the AT&T-owned ILEC.
- 2.117 “Past Due” means when either Party fails to remit payment to the other Party for any charges by the Bill Due Date, or if payment for any portion of the charges is received from WSP after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to the billing Party as of the Bill Due Date (individually and collectively means Past Due).
- 2.118 “Person” means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an unincorporated organization or any Governmental Authority.
- 2.119 “POI” (“Point of Interconnection”) means the physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties mutual agreement. The POI establishes the technical interface, the test point(s) and the point(s) for operational and financial division of responsibility, subject to the specific facility cost sharing provisions, and related terms, in Attachment 2 – Network Interconnection.
- 2.120 “PNP” (“Permanent Number Portability”) means a long term method of providing LNP using LRN consistent with the Act and the rules, regulations, orders and rulings of the FCC and the Commission.
- 2.121 “PSTN” means or refers to the Public Switched Telephone Network as defined in Telcordia Technologies Practice, BR-795-400-100 COMMON LANGUAGE® Message Trunk Circuit Codes (CLCI™ MSMSG Codes) refers to a common carrier network that provides circuit switching between public users. The PSTN carriers are voice, data and signaling traffic.
- 2.122 “Rate Center” means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter-and intra-LATA toll calls.
- 2.123 “Rating Point” means the vertical and horizontal (V&H) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.
- 2.124 “Remittance Information” means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.
- 2.126 “Routing Point” means the location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

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ISSUE NO. 7**CRICKET PROPOSAL:**

2.127 “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 between the Parties and that, originate and terminate within the same MTA including intraMTA traffic that AT&T-KENTUCKY delivers to WSP over the facilities of an unaffiliated or affiliated IXC.

AT&T PROPOSAL:

2.127 “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, originate and terminate within the same MTA.

2.127.1 For AT&T-KENTUCKY, 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.

2.127.2 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.

2.128 “Selective Router” means/refers to the central office that provides the tandem switching of 9-1-1 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer and certain maintenance functions for each PSAP. Also known as 9-1-1 Selective Routing Tandem.

2.129 “Service Start Date” means the date on which services were first supplied under this Agreement.

2.130 “Service Switching Point (SSP)” means or refers to the Public Switched Telephone Network (PSTN) Central Office or Tandem Switch that is equipped with a Signaling System 7 (SS7) interface and is capable of routing and connecting calls under the direction of a SCP in the CCS network.

2.131 “Serving Wire Center (SWC)” means the Wire Center that serves the area in which the other Party’s or a Third Party’s Wire Center, aggregation point, point of termination, or point of presence is located.

2.132 “Shared Facility Factor” means the factor used to appropriately allocate the cost of 2-way DS1 Interconnection Facilities based on proportionate use of the Facility between AT&T-KENTUCKY and the WSP.

2.133 “Signaling System 7 (SS7)” means or refers to a signaling protocol used by the CCS Network that employs data circuits to carry packetized information about each call between switches within the PSTN.

2.134 “SMR” (“Specialized Mobile Radio”) means as described by the FCC rules.

2.135 “SPNP” (“Service Provider Number Portability”) means synonymous with Permanent Number Portability “PNP”.

2.136 “State Abbreviation” means the following:

2.136.1 “KY” means Kentucky

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- 2.137 Surety Bond” means a bond from a Bond company with a credit rating by A. M. BEST better than a “B”. The bonding company shall be certified to issue bonds in a state in which this Agreement is approved.

ISSUE NO. 8

CRICKET PROPOSAL:

- 2.137.1 Surrogate Billing Factor means a mutually agreed upon factor representing the total AT&T originated Section 251 (b)(5) traffic terminated by WSP (i.e., Land-to-Mobile (L/M)) within the State of Kentucky divided by the total of the L/M MOUs plus the total WSP originated Section 251 (b)(5) traffic terminated by AT&T (i.e., Mobile-to-Land (M/L)) within the State of Kentucky. No Transit Traffic will be used in the determination of the Surrogate Billing Factor.

AT&T PROPOSAL:

- 2.137.1 Surrogate Billing Factor means a mutually agreed upon factor representing the **statewide** AT&T originated Section 251 (b)(5) traffic terminated by WSP (i.e., Land-to-Mobile (L/M)) divided by the total of the L/M MOUs plus the **statewide** WSP originated Section 251 (b)(5) traffic terminated by AT&T (i.e., Mobile-to-Land (M/L)). No Transit Traffic will be used in the determination of the Surrogate Billing Factor.

- 2.138 Switched Access Service means an offering of access to AT&T-KENTUCKY’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.
- 2.139 “Tax” or “Taxes” means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated, including any charges or other payments, contractual or otherwise, for the use of streets or rights-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.
- 2.140 “Telcordia” means Telcordia Technologies, Inc.
- 2.141 “Telecommunications” means As Defined in the Act.
- 2.142 “Telecommunications Act of 1996 (ACT)” means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).
- 2.143 “Telecommunications Carrier” means As Defined in the Act.
- 2.144 “Telecommunications Service” means As Defined in the Act.
- 2.145 “Originating WSP to Landline InterMTA Traffic” means traffic that, at the beginning of the call: (a) originates on WSP’s network; (b) is sent from the mobile unit of WSP’s End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T-KENTUCKY’s network in another MTA.
- 2.146 “Third Party” means any Person other than a Party.

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- 2.147 “Third Party Traffic” means traffic carried by AT&T-KENTUCKY acting as an intermediary that is originated and terminated by and between WSP and a Third Party Telecommunications Carrier.
- 2.148 “Toll Free Service” means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.
- 2.149 “Trunk(s)” or “Trunk Group(s)” means the switch port interface(s) used and the communications path created to connect WSP’s network with AT&T-KENTUCKY’s network for the purpose of exchanging Authorized Services Section 251 (b)(5) Calls for purposes of Interconnection.
- 2.150 “Trunk-Side” means the Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 2.151 “Unpaid Charges” means any charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.
- 2.152 “Wire Center” means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier’s network, where transmission facilities are connected and traffic is switched. AT&T-KENTUCKY’s Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.
- 2.153 “WSP” (“Wireless Service Provider”) means the WSP that is a Party to this Agreement.
- 2.154 “Wireless Service Request” (“WSR”) means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

3.0 Interpretation, Construction and Severability

3.1 Definitions:

- 3.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and/or “but not limited to”. The words “will” and “shall” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

3.2 Headings Not Controlling:

- 3.2.1 The headings and numbering of Sections, Parts, Attachments, Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 3.2.2 This Agreement incorporates a number of Attachments which, together with their associated Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Attachments have been grouped under broad headings. It is

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understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular Attachment, Exhibit, Schedule or Addenda may otherwise have.

3.3 Referenced Documents:

3.3.1 Any reference throughout this Agreement to an industry guideline, AT&T-KENTUCKY's technical guideline or referenced AT&T-KENTUCKY business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference, and may be found at AT&T-KENTUCKY's website.

3.4 References:

3.4.1 References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.

3.5 Tariff References:

3.5.1 References to state tariffs throughout this Agreement shall be to the currently effective tariff for the state or jurisdiction in which the services were provisioned; provided however, where certain AT&T-KENTUCKY's services or tariff provisions have been or become deregulated or detariffed, any reference in this Agreement to a detariffed or deregulated service or provision of such tariff shall be deemed to refer to the service description, price list or other agreement pursuant to which AT&T-KENTUCKY provides such services as a result of detariffing or deregulation.

3.5.2 AT&T-KENTUCKY:

3.5.2.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to provisions of this Agreement, it is understood that said tariff provision or rate applies only in the jurisdiction in which such tariff provision or rate is filed, and applies to the WSP and only the AT&T-KENTUCKY ILEC(s) that operates within that jurisdiction. Further, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.

3.5.2.2 Where any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

3.5.2.3 Any state or federal tariff references made within this Agreement, including all Attachments/Appendices, refer to tariffs filed by AT&T-KENTUCKY, as such tariffs may be modified from time to time.

3.5.3 Intentionally Left Blank.

3.5.3.1 Intentionally Left Blank.

3.6 Conflict in Provisions:

3.6.1 If any definitions, terms or conditions in any given Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment, Exhibit, Schedule or Addenda. In particular, if an Attachment contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that

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Attachment will control the length of time that services or activities are to occur under that Attachment, but will not affect the Term length of the remainder of this Agreement.

3.6.2 Intentionally Left Blank.

3.7 Joint work Product:

3.7.1 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.

3.7.2 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable.

3.8 Incorporation by Reference:

3.8.1 All of the rates, terms and conditions ("Provisions") set forth in this Agreement (including any and all Attachments, and/or Schedules hereto) and every Interconnection product and/or service provided hereunder, are subject to all other Provisions contained in this Agreement and all such Provisions are integrally related.

3.9 Non-Voluntary Provisions:

3.9.1 This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-KENTUCKY, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the Intervening Law process outlined in Section 21.0 below.

3.9.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement.

3.10 State-Specific Rates, Terms and Conditions:

3.10.1 For ease of administration, this multi-state Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("State-Specific terms").

3.10.2 State-specific terms, as the phrase is described in Section 3.10.1 above, have been negotiated (or in the case of Section 3.9.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which are to apply.

3.11 Scope of Obligations:

3.11.1 Notwithstanding anything to the contrary contained herein, AT&T-KENTUCKY obligations under this Agreement shall apply only to:

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

- 3.11.1.1 The specific operating area(s) or portion thereof in which AT&T-KENTUCKY is then deemed to be the ILEC under the Act (the “ILEC Territory”), and
- 3.11.1.2 Assets that AT&T-KENTUCKY owns or leases and which are used in connection with AT&T-KENTUCKY’s provision to WSP of any Interconnection products and/or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the “ILEC Assets”).
- 3.11.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-KENTUCKY agrees to provide WSP with access to, Interconnection under Section 251(c)(2) in AT&T-KENTUCKY’s incumbent local Exchange Areas for the provision of WSP’s Telecommunications Services. The Parties acknowledge and agree that AT&T-KENTUCKY is only obligated to make available Interconnection under Section 251(c)(2) to WSP in AT&T-KENTUCKY’s incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions, including references to tariff rates, terms and conditions, set forth in this Agreement shall only apply to the Parties and be available to WSP for provisioning Telecommunication Services within an AT&T-KENTUCKY incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.
- 3.12 Affiliates:
- 3.12.1 This Agreement will not supersede a currently effective Interconnection agreement between any WSP Affiliate and AT&T-KENTUCKY.

4.0 Notice of Changes - Section 251(c)(5)

- 4.1 Nothing in this Agreement shall limit either Party’s ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the “Network Disclosure Rules”).

5.0 Responsibilities of the Parties

- 5.1 Each Party is individually responsible to provide Facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party’s network and for delivering such traffic to the other Party’s network in the standard format compatible with AT&T-KENTUCKY’s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- 5.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.
- 5.3 Each Party is solely responsible for all products and services it provides to its End Users and to other Telecommunications Carriers.
- 5.4 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party’s consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

6.0 Insurance

6.1 At all times during the term of this Agreement, WSP shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

6.1.1 With respect to WSP's performance under this Agreement, and in addition to WSP's obligation to indemnify, WSP shall at its sole cost and expense:

6.1.1.1.1 maintain the insurance coverage and limits required by this Section 6.0 and any additional Insurance and/or bonds required by law:

6.1.1.1.2 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

6.1.1.2 with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;

6.1.1.2 require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section 6.0 from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter:

6.1.1.3 procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, WSP may procure insurance from the state fund of the state where work is to be performed; and

6.1.1.4 deliver to AT&T-KENTUCKY certificates of insurance stating the types of insurance and policy limits. WSP shall provide or will endeavor to have the issuing insurance company provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-KENTUCKY. WSP shall deliver such certificates:

6.1.1.4.1 prior to execution of this Agreement and prior to commencement of any work;

6.1.1.4.2 prior to execution of any insurance policy required in this Section 6.0; and

6.1.1.4.3 for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later.

6.1.2 The Parties agree:

6.1.2.1 the failure of AT&T-KENTUCKY to demand such certificate of insurance or failure of AT&T-KENTUCKY to identify a deficiency will not be construed as a waiver of WSP's obligation to maintain the insurance required under this Agreement;

6.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect WSP, nor be deemed as a limitation on WSP's liability to AT&T-KENTUCKY in this Agreement;

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AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

- 6.1.2.3 WSP may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
 - 6.1.2.4 WSP is responsible for any deductible or self-insured retention.
- 6.2 The insurance coverage required by this Section 6.0 includes:
- 6.2.1 Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least:
 - 6.2.1.1 \$500,000 for Bodily Injury – each accident; and
 - 6.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and
 - 6.1.2.3 \$500,000 for Bodily Injury by disease – each employee.
 - 6.1.2.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-KENTUCKY, its Affiliates, and their directors, officers and employees.
 - 6.2.2 In the states where Workers' Compensation insurance is a monopolistic state-run system, WSP shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
 - 6.2.3 Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - 6.2.3.1 \$2,000,000 General Aggregate limit; and
 - 6.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
 - 6.2.3.3 \$1,000,000 each occurrence limit for Personal Injury.
 - 6.2.4 The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. Each Party shall provide a copy of the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within sixty (60) days of execution of this Agreement and within sixty (60) days of each Commercial General Liability policy renewal; include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party.
- 6.3 This Section 6.0 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.

7.0 Assignment or Corporate Name Change

- 7.1 Neither Party may assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-affiliated Third Party without the prior written consent of the other Party. Any attempted assignment or transfer that is not permitted is void ab initio.
- 7.2 Either Party may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written notice of such assignment or transfer to the other Party; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

and conditions of this Agreement. Notwithstanding the foregoing, neither Party may assign or transfer this Agreement, or any rights or obligations hereunder, to an Affiliate if that Affiliate is a party to a separate interconnection agreement with the other Party under Sections 251 and 252 of the Act. Any attempted assignment or transfer that is not permitted herein is void ab initio.

7.3 Corporate Name Change and/or change in “d/b/a” only

7.3.1 Any change in either Party’s corporate name including the d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only the name is changing, and which does not include a change to that Party’s OCN/ACNA, constitutes a Name Change under this Section. For any such Carrier Name Change, the Party invoking the Carrier Name Change, will incur a record order charge for each billing account, at the rates not to exceed the rates provided in the AT&T-KENTUCKY tariff.

7.3.2 The Parties agree to amend this Agreement to appropriately reflect any either Parties Name Change including a change in d/b/a.

7.4 Company Code Change

7.4.1 Any assignment or transfer of this Agreement associated with the transfer or acquisition of “assets” provisioned under this Agreement, where the OCN/ACNA formerly assigned to such “assets” is changing constitutes a “Carrier Company Code Change” under this Section. For the purposes of this Section 14.0, “assets” means any Interconnection function, Facility, product or service provided under this Agreement. WSP shall provide AT&T-KENTUCKY with ninety (90) Days advance written notice of any assignment associated with a Carrier Company Code Change and obtain AT&T-KENTUCKY’s consent. AT&T-KENTUCKY shall not unreasonably withhold consent to a Carrier Company Code Change; provided, however, AT&T-KENTUCKY’s consent to any Carrier Company Code Change is contingent upon payment of any outstanding charges, including Collocation charges, if WSP has elected to collocate with AT&T-KENTUCKY, owed under this Agreement and payment of any outstanding charges associated with the “assets” subject to the Carrier Company Code Change. In addition, WSP acknowledges that WSP may be required to tender additional assurance of payment to AT&T-KENTUCKY, if requested under the terms of this Agreement.

7.4.2 For any Carrier Company Code Change, WSP must submit a service order to AT&T-KENTUCKY changing the OCN/ACNA for each circuit ID number, as applicable. WSP shall pay the appropriate charges to AT&T-KENTUCKY for each service order submitted to accomplish a Carrier Company Code Change; such charges are contained in the applicable AT&T-KENTUCKY tariffs. In addition, WSP shall pay any and all charges to AT&T-KENTUCKY required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if WSP has elected to collocate with AT&T-KENTUCKY. For any AT&T-KENTUCKY Carrier Company Code Change, AT&T-KENTUCKY must submit a service order to WSP changing the OCN/ACNA for each circuit ID number, as applicable. AT&T-KENTUCKY shall pay WSP for each service order submitted to accomplish an AT&T-KENTUCKY Carrier Company Code Change; such charges shall mirror the rates in the applicable AT&T-KENTUCKY tariff.

8.0 Effective Date, Term and Termination

8.1 Effective Date:

8.1.1 In AT&T-KENTUCKY, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act (“Effective Date”).

8.2 Term:

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

- 8.2.1 Unless terminated for breach (including nonpayment), the term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire three (3) years from the Effective Date on [INSERT - Expiration Date to be calculated, and agreed upon by mutual consent of both Parties, based on three (3) years and ninety (90) days from the anticipated date of filing the conformed agreement with the Kentucky PSC] (the “Initial Term”). Upon expiration of the initial term set forth herein, the Agreement will continue in effect on a month to month basis unless either Party terminates the Agreement pursuant to this Section 8.
- 8.3 Termination for Non-Performance or Breach:
- 8.3.1 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection products and/or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof, unless the Parties are engaged in Dispute Resolution procedures pursuant to Section 12 of this Agreement. If the nonperforming Party fails to cure such nonperformance or breach within the forty-five (45) calendar day period provided for within the original notice, then the terminating Party will provide a subsequent written notice of the termination of this Agreement and such termination shall take effect immediately upon delivery of written notice to the other Party, unless the Parties are engaged in Dispute Resolution procedures pursuant to Section 12 of this Agreement.
- 8.3.2 If, at any time during the term of this Agreement, AT&T is unable to contact WSP pursuant to the notices provision hereof or any other contact information provided by WSP under this Agreement, and there are no active services being provisioned under this Agreement, then AT&T, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to WSP pursuant to the Notice Section hereof.
- 8.4 Termination of Agreement after Initial Term Expiration:
- 8.4.1 Where WSP has no End Users or is no longer purchasing any services under this Agreement, WSP may terminate the Agreement by providing “notice of termination” to AT&T-KENTUCKY at any time after the initial term of this Agreement. After termination the Parties’ liability for termination of this Agreement shall be limited to obligations under the Survival Section of this GTC.
- 8.4.2 Intentionally left blank.
- 8.4.3 If either Party serves “notice of termination” at any time on or after the day that is one hundred eighty (180) days prior to the expiration of the Term, the Party who receives such notice shall have ten (10) calendar days to provide the noticing Party with written confirmation, indicating whether the Party who receives notice wishes to pursue a successor agreement or terminate the Agreement. When WSP receives notice of termination from AT&T-KENTUCKY, WSP shall identify the action to be taken. If WSP wishes to pursue a successor agreement with AT&T-KENTUCKY, WSP shall attach to its written confirmation or notice of termination, a written request to commence negotiations with AT&T-KENTUCKY under Sections 251/252 of the Act and identify each of the state(s) to which the successor agreement will apply. Upon receipt of WSP’s Section 252(a)(1) request, the Parties shall commence good faith negotiations for a successor agreement.
- 8.4.4 If the Parties are in “Active Negotiations” (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission, this Agreement shall continue in full force and effect, and will not terminate until a successor agreement becomes effective between the Parties.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

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9.0 Assurance of Payment

9.1 Upon request by AT&T-KENTUCKY, WSP will provide AT&T-KENTUCKY with the AT&T-KENTUCKY Credit Profile form and provide information to AT&T-KENTUCKY regarding WSP’s credit and financial condition.

9.2 Assurance of payment may be requested by either Party:

9.2.1 If based on either Party’s analysis of the other Party’s Credit Profile and other relevant information regarding the other Party’s credit and financial condition, there is an impairment of the credit, financial health, or credit worthiness of the other Party. Such impairment will be determined from information available from Third Party financial sources; or

<u>ISSUE NO. 3</u>	
<u>CRICKET PROPOSAL:</u>	
9.2.2	<u>The billed Party fails to timely pay an undisputed bill applicable to a specific Billing Account Number (BAN) for three (3) consecutive billing periods rendered to the billed Party by the billing Party (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the billed Party has complied with all requirements set forth in Section 11.4 below); and/or</u>
9.2.3	Intentionally left blank.
<u>AT&T PROPOSAL:</u>	
9.2.2	CMRS Provider fails to timely pay a bill three (3) times within a twelve (12) month period rendered to the billed Party by the billing Party (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the billed Party has complied with all requirements set forth in Section 11.4 below); and/or
9.2.3	CMRS Provider’s gross billing for any month is greater by a least ten percent (10%) than its billing for the corresponding month during the previous year, AT&T-KENTUCKY reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CMRS Provider’s “accounts receivables and proceeds”;

9.2.4 When either Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

9.3 If one Party requires the other Party to provide a security deposit, WSP shall provide such security deposit prior to the inauguration of service or within fifteen (15) calendar days of the initiating Party’s request, as applicable. Deposit request notices will be sent to the other Party via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms consistent with AT&T-KENTUCKY’s applicable tariff.

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- 9.4 Unless otherwise agreed by the Parties, the assurance of payment will consist of:
- 9.4.1 a Cash Deposit; or
 - 9.4.2 a Letter of Credit; or
 - 9.4.3 a Surety Bond
- 9.5 The Cash Deposit, Letter of Credit or Surety Bond must be in an amount up to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), as reasonably determined by the Party requesting the deposit, for the Interconnection product and/or services, and Collocation or any other functions, facilities, products and/or services to be furnished by the Party requesting the deposit under this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if the Party providing the deposit has received service from the Party requesting the deposit during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Party has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, then the Parties shall agree on a level of estimated billings based on all relevant information.
- 9.6 To the extent that either Party elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to Article 9 of the Uniform Commercial Code in effect in any relevant jurisdiction.
- 9.7 Interest on a Cash Deposit shall accrue and be applied or refunded in accordance with the terms consistent with the applicable AT&T-KENTUCKY state tariff. Neither Party will pay interest on a Letter of Credit or a Surety Bond.
- 9.8 The Party requesting the deposit may, but is not obligated to, draw on the Letter of Credit or the Cash Deposit, as applicable, upon the occurrence of any one of the following events:
- 9.8.1 The Party providing the deposit owes the Party requesting the deposit undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 9.8.2 The Party providing the deposit admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or
 - 9.8.3 The expiration or termination of this Agreement.
- 9.9 If the Party requesting the deposit draws on the Letter of Credit or Cash Deposit, upon request by the Party requesting the deposit, the Party providing the deposit will provide a replacement or supplemental Letter of Credit, Surety Bond or Cash Deposit conforming to the requirements of Section 9.4 above.
- 9.10 Notwithstanding anything else set forth in this Agreement, if the Party requesting the deposit makes a request for assurance of payment in accordance with the terms of this Section 9.0 then the Party requesting the deposit shall have no obligation thereafter to perform under this Agreement until such time as the Party providing the deposit has furnished the Party requesting the deposit with the assurance of payment requested; provided, however, that the Party requesting the deposit will permit the Party providing the deposit a minimum of fifteen (15) calendar days to respond to a request for assurance of payment before invoking charges as set forth in this Section 9.0.
- 9.11 In the event CMRS Provider fails to provide AT&T-KENTUCKY with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to CMRS Provider may be

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Cricket proposed language: double underline

suspended, discontinued or terminated in accordance with the terms of Sections 11 and 12. Upon termination of services, AT&T-Kentucky shall apply any security deposit to CMRS Provider's final bill for its account(s).

- 9.12 A Cash Deposit held by the Party requesting the deposit shall be returned to the Party providing the deposit if the following conditions have been met:
- 9.12.1 Payment was made on bills rendered to the Party providing the deposit by the Party requesting the deposit (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Party providing the deposit has complied with all requirements set forth in Section 11.4 below) as of the Bill Due Date for all but one time during the prior twelve month period and all payments were made with checks that were honored and;
- 9.12.2 There has been no impairment of the established credit and/or financial health from information available from financial sources, including but not limited to Moody's, Standard and Poor's, and the Wall Street Journal. Financial information about the Party providing the deposit that may be considered includes, but is not limited to, investor warning briefs, rating downgrades, and articles discussing pending credit problems.
- 9.13 The fact that a Cash Deposit or Letter of Credit is requested by the Party requesting the deposit shall in no way relieve the Party providing the deposit from timely compliance with all payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder.
- 9.14 At least seven (7) calendar days prior to the expiration of any Letter of Credit provided by the Party providing the deposit as security under this Agreement, the Party providing the deposit shall renew such Letter of Credit or provide the Party requesting the deposit with evidence that the Party providing the deposit has obtained a suitable replacement for the Letter of Credit. If the Party providing the deposit fails to comply with the foregoing, the Party requesting the deposit shall thereafter be authorized to draw down the full amount of such Letter of Credit and utilize the cash proceeds as security for the Party providing the deposit account(s). If the Party providing the deposit provides a security deposit or additional security deposit in the form of a Surety Bond as required herein, the Party providing the deposit shall renew the Surety Bond or provide the Party requesting the deposit with evidence that the Party providing the deposit has obtained a suitable replacement for the Surety Bond at least seven (7) calendar days prior to the cancellation date of the Surety Bond. If the Party providing the deposit fails to comply with the foregoing, the Party requesting the deposit shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for account(s) of the Party providing the deposit. If the credit rating of any bonding company that has provided the Party providing the deposit with a Surety Bond provided as security hereunder has fallen below "B", the Party requesting the deposit will provide written notice to the Party providing the deposit that the Party providing the deposit must provide a replacement bond or other suitable security within fifteen (15) calendar days of the Party requesting the deposit written notice. If the Party providing the deposit fails to comply with the foregoing, the Party requesting the deposit shall thereafter be authorized to take action on the Surety Bond and utilize the cash proceeds as security for account(s) of the Party providing the deposit. Notwithstanding anything contained in this Agreement to the contrary, the Party requesting the deposit shall be authorized to draw down the full amount of any Letter of Credit or take action on any Surety Bond provided by the Party providing the deposit as security hereunder if the Party providing the deposit defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

10.0 Billing and Payment of Charges

- 10.1 Unless otherwise stated, each Party will render monthly bill(s), remittance in full by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

10.2 Invoices

- 10.2.1 Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billing access traffic. Reciprocal compensation invoices from WSP shall contain detail to substantiate billed traffic which originates from AT&T-KENTUCKY's network.
- 10.2.2 Parties agree that each will perform the necessary call recording and rating for its respective portions of an exchanged call in order to invoice the other Party.
- 10.2.3 Invoices between the Parties shall include, but not be limited to the following pertinent information.
- Identification of the monthly bill period (from and through dates)
 - Current charges
 - Past due balance
 - Adjustments
 - Credits
 - Late payment charges
 - Payments
 - Contact telephone number for billing inquiries
- 10.2.4 The Parties will provide a remittance document with each invoice identifying:
- Remittance address
 - Invoice number and/or billing account number
 - Summary of charges
 - Amount due
 - Payment Due Date (at least thirty (30) days from the invoice date)
- 10.2.5 Invoices between the Parties will be provided on paper and will be the primary bill, unless a mechanized format is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.
- 10.2.6 Reciprocal compensation invoices will be based on Conversation MOUs for all Section 251(b)(5) Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.
- 10.2.7 Each Party shall separately list on its bill to the other Party for reciprocal compensation the Conversation MOUs representing Third Party Traffic. If WSP does not record and identify the actual amount of Third Party Traffic delivered to it over the Interconnection Trunks, then WSP shall deduct from the amount of total Conversation MOU on its bill to AT&T-KENTUCKY (for reciprocal compensation) a percentage that is equal to the percentage that Third Party Traffic minutes bear to the total billed Conversation MOU on AT&T-KENTUCKY's bill to WSP (for reciprocal compensation) for the same time period. This adjustment will account for Third Party Traffic delivered to WSP over the Interconnection Trunks.
- 10.2.8 WSP will invoice AT&T-KENTUCKY for reciprocal compensation by state, based on the terminating location of the call. WSP will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between AT&T-KENTUCKY and WSP takes place as well as the number of calls and Conversation MOUs for each inbound Facility route. AT&T-KENTUCKY will invoice WSP for reciprocal compensation by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.
- 10.2.9 When AT&T-KENTUCKY is unable to invoice reflecting an adjustment for shared Facilities and/or Trunks, WSP will separately invoice AT&T-KENTUCKY for AT&T-KENTUCKY's share of the cost of such Facilities

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and/or Trunks as provided in this Agreement thirty (30) days following receipt by WSP of AT&T-KENTUCKY's invoice.

10.2.10 There will be no netting by the billed Party of payments due herein against any other amount owed by one Party to the other.

10.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.

ISSUE NO. 4

CRICKET PROPOSAL:

10.3.1 If any portion of the payment is not received by the billing Party on or before the bill due date as set forth above, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law. However, where the billing Party's invoice is not promptly delivered to the billed Party in the normal course of business, and is not received by the billed Party until ten or more calendar days after the invoice date, then the bill due date shall be reset to thirty (30) days from receipt of the delayed invoice and no late payment and/or interest charges shall apply to charges due on such invoice.

AT&T PROPOSAL:

10.3.1 If any portion of the payment is not received by the billing Party on or before the bill due date as set forth above, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.

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- 10.4 If any charge incurred by AT&T-KENTUCKY under this Agreement is Past Due, the unpaid amounts will accrue interest from the day following the Bill Due Date until paid. The interest rate applied will be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable AT&T-KENTUCKY intrastate access services tariff for that state or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available. For the avoidance of doubt, when the interest rate in (i) above is used, WSP agrees to use the interest rate reflected in AT&T-KENTUCKY's intrastate access services tariff for the charges referenced in this Section, for the purpose of charging AT&T-KENTUCKY.
- 10.5 The Remittance Information to apply payments must accompany the payment. Payment is considered to have been made when the payment and Remittance Information are received by the billing Party. If the Remittance Information is not received with payment, the billing Party will be unable to apply amounts paid to the billed Party's accounts. In such event, the billing Party shall hold such funds until the Remittance Information is received. If the billing Party does not receive the Remittance Information by the Bill Due Date for any account(s), Late Payment Charges shall apply.
- 10.6 WSP shall make all payments to AT&T-KENTUCKY via overnight delivery to AT&T-KENTUCKY. Upon mutual agreement of the Parties, payments may be made via electronic funds transfers (EFTs) through the Automated Clearing House Association (ACH) to the financial institution designated by AT&T-KENTUCKY and the following obligations set forth in paragraphs 10.6 through 10.8, shall apply. Remittance Information will be communicated together with the funds transfer via the ACH network. WSP must use the CCD+ or the CTX Standard Entry Class code. WSP and AT&T-KENTUCKY will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH payment must be received by AT&T-KENTUCKY no later than the Bill Due Date of each bill or Late Payment Charges will apply. AT&T-KENTUCKY is not liable for any delays in receipt of funds or errors in entries caused by WSP or Third Parties, including WSP's financial institution. WSP is responsible for its own banking fees.
- 10.7 Prior to establishing EFT, WSP will complete a Customer Information Form for Electronic Payments (ECF11 Form) found on the AT&T Prime Access website. This form provides AT&T-KENTUCKY with WSP's set up and contract information for electronic payments. AT&T-KENTUCKY banking information will be provided by AT&T-KENTUCKY Treasury & Remittance Operations on AT&T-KENTUCKY approved forms after the WSP's completed ECF11 form is received, testing has completed and certification confirmed.
- 10.8 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. WSP is responsible for any Late Payment Charges resulting from WSP's failure to use electronic funds credit transfers through the ACH network.

ISSUE NO. 5

CRICKET PROPOSAL:

- 10.9 If any portion of an amount due to the billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the billing Party to communicate disputes to the billing Party. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the billing Party. In addition, where the billing Party assesses charges or fees that are

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not set forth in the Pricing Sheet to this agreement, or that are not specifically authorized by the terms of this agreement, the billed Party may withhold payment of such charges in conjunction with the submission of the bona fide dispute procedures described herein.

AT&T PROPOSAL:

10.9 If any portion of an amount due to the billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the Billing Party to communicate disputes to the billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the billing Party, **and (ii) all Disputed Amounts, other than disputed charges arising from reciprocal compensation into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.** In addition, where the billing Party assesses charges or fees that are not set forth in the Pricing Sheet to this agreement, or that are not specifically authorized by the terms of this agreement, the billed Party may withhold payment of such charges in conjunction with the submission of the bona fide dispute procedures described herein.

10.9.1 In addition to the billing dispute processes described in this Section 10, either Party may dispute any charges on invoices that have already been paid by the billed Party, subject to the limitations set forth in Section 11.10 below. Where the disputed amount is paid to the billing Party, and subsequently disputed by the billed Party, the billing Party will refund paid disputed amounts, with interest, for any disputes of previously paid invoices resolved in favor of the billed Party. Interest due the billed Party upon resolution of the dispute shall be calculated from the date payment is made, and shall be established pursuant to the interest formula set forth in Section 10.3.1, above.

10.10 Requirements to Establish Escrow Accounts.

10.10.1 To be acceptable, the Third Party escrow agent must meet all of the following criteria:

10.10.1.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

10.10.1.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

10.10.1.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle ACH credit transfers.

10.10.2 In addition to the foregoing requirements for the Third Party escrow agent, the Disputing Party and the financial institution proposed as the Third Party escrow agent must agree in writing furnished to the Billing Party that the escrow account will meet all of the following criteria:

10.10.2.1 The escrow account must be an interest bearing account;

10.10.2.2 all charges associated with opening and maintaining the escrow account will be borne by the Disputing Party;

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- 10.10.2.3 that none of the funds deposited into the escrow account or the interest earned thereon may be used to pay the financial institution's charges for serving as the Third Party escrow agent;
- 10.10.2.4 all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal; and
- 10.10.2.5 disbursements from the escrow account will be limited to those:
- 10.10.2.5.1 authorized in writing by both the Disputing Party and the Billing Party (that is, signature(s) from representative(s) of the Disputing Party only are not sufficient to properly authorize any disbursement); or :
 - 10.10.2.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 12.7 below; or
 - 10.10.2.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator 's award pursuant to Section 12.7 below.
- 10.11 Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.3 below.
- 10.12 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provisions set forth in Section 12.0 below.
- 10.13 If the Non-Paying Party disputes any charges and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties will cooperate to ensure that all of the following actions are completed:
- 10.13.1 the Billing Party will credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the dispute;
 - 10.13.2 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party will be released to the Non-Paying Party, together with any interest accrued thereon;
 - 10.13.3 within ten (10) Business Days after resolution of the dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Billing Party will be released to the Billing Party, together with any interest accrued thereon; and
 - 10.13.4 Intentionally left blank.
- 10.14 If the Non-Paying Party disputes any charges and the entire dispute is resolved in favor of the Billing Party, the Parties will cooperate to ensure that all of the actions required by Section 10.13.1 above and Section 10.13.3 above are completed within the times specified therein.
- 10.15 Failure by the Non-Paying Party to pay any charges determined to be owed to the billing Party within the time specified in Section 10.13 above shall be grounds for the billing Party to terminate the Interconnection product and/or services provided under this Agreement, subject to Section 11 "Nonpayment and Procedures for Disconnection" and Section 12 "Dispute Resolution" below.
- 10.16 WSP will notify AT&T-KENTUCKY at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that AT&T-KENTUCKY has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow AT&T-KENTUCKY the opportunity to test the new format and make changes deemed necessary.

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11.0 Nonpayment and Procedures for Disconnection

- 11.1 Intentionally left blank.
- 11.2 Failure to pay charges shall be grounds for disconnection of Interconnection products and/or services furnished under this Agreement unless the Non-paying Parties has invoked Dispute Resolution pursuant to Section 12 of this agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or Unpaid Charges, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party will send a Discontinuance Notice to such Non-Paying Party or take any other action consistent with Section 12. The Non-Paying Party must remit all Unpaid Charges to the Billing Party within fifteen (15) calendar days of the Discontinuance Notice.
- 11.3 AT&T-KENTUCKY will also provide any written notice of disconnection to any Commission as required by any State Order or Rule.
- 11.4 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:
 - 11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and
 - 11.4.2 pay all undisputed Unpaid Charges to the Billing Party; and

ISSUE NO. 5

CRICKET PROPOSAL:

- 11.4.3 Intentionally left blank; and
- 11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has a good faith basis to dispute the Unpaid Charges.

AT&T PROPOSAL:

- 11.4.3 **pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above; and**
- 11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has **established an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above and deposited a sum equal to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be “disputed” under Section 12.0 below.**

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- 11.5 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the dispute resolution provision set forth in Section 12.0 below.
- 11.6 If the Non-Paying Party fails to:
- 11.6.1 pay any undisputed Unpaid Charges in response to the Billing Party's Discontinuance Notice as described in Section 11.2 above.

ISSUE NO. 5

CRICKET PROPOSAL:

- 11.6.2 Intentionally left blank.

AT&T PROPOSAL:

- 11.6.2 **deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above within the time specified in Section 11.2 above.**

- 11.6.3 timely furnish any assurance of payment requested in accordance with Section 9.0 above; or
- 11.6.4 make a payment in accordance with the terms of any mutually agreed payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for payment of any of the obligations set forth in the above Sections 11.6.1, 11.6.2, 11.6.3 and 11.6.4 within ten (10) Business Days. On the day that the Billing Party provides such written demand to the Non-Paying Party, the Billing Party may also exercise any or all of the following options:
- 11.6.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection under this Agreement;
- 11.6.4.2 and/or suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection Service under this Agreement.
- 11.7 Where required, a copy of the demand provided to WSP under Section 11.6 will also be provided to the Commission at the same time.
- 11.8 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of its options under Section 11.6 above, and Sections 11.6.4.1.1 above and 11.6.4.1.2 above:
- 11.8.1 will not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and
- 11.9 For AT&T-KENTUCKY, if the Non-Paying Party fails to pay the Billing Party on or before the date specified in the demand provided under Section 11.6 above of this Agreement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law:

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- 11.9.1 cancel any pending application, request or order for new or additional Interconnection products and/or services and network elements, under this Agreement; and
- 11.9.2 disconnect any interconnection products and/or services furnished under this Agreement.
- 11.9.3 Discontinue providing any Interconnection products and/or services furnished under this Agreement.
 - 11.9.3.1 Intentionally Left Blank.
- 11.10 Limitation on Back-billing and Credit Claims:
 - 11.10.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:
 - 11.10.1.1 Back-bill for or Claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit Claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit Claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services or making Claims for credit more than twelve (12) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge
 - 11.10.1.2 Back-billing and credit Claims, as limited above, will apply to all Interconnection products and/or services purchased under this Agreement, and all other charges rendered by the billed Party under this Agreement.

12.0 Dispute Resolution

- 12.0.1 Notwithstanding any other provision of this Agreement, any and all disputes arising between the Parties shall be subject to the dispute resolution procedures of this Section 12.
- 12.1 Finality of Disputes:
 - 12.1.1 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
 - 12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts.
- 12.2 Alternative to Litigation:

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12.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.

12.3 Commencing Dispute Resolution:

12.3.1 Dispute resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party. There are three (3) separate dispute resolution methods:

12.3.1.1 Service Center dispute resolution

12.3.1.2 Informal dispute resolution; and

12.3.1.3 Formal dispute resolution, each of which is described below.

12.4 Service Center dispute resolution - the following dispute resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement. Written notice sent to AT&T-KENTUCKY for Disputed Amounts must be made on the "Billing Claims Dispute Form."

12.4.1 If the written notice given pursuant to this Section 12.3 above discloses that the dispute relates to billing, then the procedures set forth in Section 11.4 shall be used.

12.4.2 For a dispute submitted by the WSP, the dispute shall first be processed by the appropriate service center for resolution.

12.4.3 In order to resolve a billing dispute, the Disputing Party shall furnish the other Party written notice of

12.4.3.1 the date of the bill in question,

12.4.3.2 the account number or other identification (WSP must provide the CBA/ESBA/ASBS or BAN number) of the bill in question,

12.4.3.3 telephone number, circuit ID number or trunk number in question,

12.4.3.4 any USOC (or other descriptive information) information relating to the item questioned,

12.4.3.4 amount billed,

12.4.3.5 amount in dispute, and

12.4.3.6 the reason that the Disputing Party disputes the billed amount.

ISSUE NO. 5

CRICKET PROPOSAL:

12.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T-KENTUCKY that it has either paid the disputed amount, or that it has a valid basis for withholding payment consistent with the terms of this Agreement.

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AT&T PROPOSAL:

12.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T-KENTUCKY that it has either paid the disputed amount, **or established an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a “dispute”.** Failure to provide the information and evidence required by Section 12.0 above not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CMRS Provider’s irrevocable and full waiver of its right to dispute the subject charges.

12.4.5 The Parties shall attempt to resolve Disputed Amounts appearing on invoices within sixty (60) days of the invoicing Party’s receipt of notice of Disputed Amounts. However, if the dispute is not resolved within the first thirty (30) days of such sixty (60) day period, upon request, the invoicing Party shall advise the Disputing Party of the status of the dispute and the expected resolution date.

12.4.6 If the Parties are not able to resolve their billing disputes, either Party may inform the other Party in writing that it is invoking the informal dispute resolution provisions of this Agreement.

12.5 Informal Dispute Resolution:

12.5.1 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 12.3 above or Section 12.4.6 above each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

12.6 Formal Dispute Resolution:

12.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 12.5 above, then either Party may invoke the formal dispute resolution procedures described in this Section 12.6. Unless agreed among all Parties, formal dispute resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating dispute resolution under Section 12.3 above.

12.6.2 Claims Subject to Mandatory Commercial Arbitration:

12.6.2.1 The following Claims, if not settled through informal dispute resolution, will be subject to mandatory commercial arbitration pursuant to Section 12.7 below.

12.6.2.2 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating dispute resolution under Section 12.3 above. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating dispute resolution under Section 12.3 above, the Parties will annualize the actual number of months billed. However, if as the result of the

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submission of further disputes rendered by the Billed Party, or any other modification to the amount in dispute, the disputed amount exceeds one percent (1%) of the amounts charged to the Disputing Party under this Agreement in the state of Kentucky in the preceding twelve (12) month period, then such claims shall no longer be subject to mandatory commercial arbitration, unless such arbitration has already commenced. This exception shall include those circumstances where an initial billing dispute is less than the one percent (1%) threshold, described above, but which increases over a period of subsequent billing periods because the Disputing Party continues to dispute the same charges, and such disputed charges accrue over a period of time.

12.6.3 Claims Subject to Elective Commercial Arbitration

12.6.3.1 Claims will be subject to elective commercial arbitration pursuant to Section 12.7 below if, and only if, the Claim is not settled through informal dispute resolution and both Parties agree to commercial arbitration. If both Parties do not agree to commercial arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.

12.6.4 Claims Not Subject to Commercial Arbitration:

12.6.4.1 If the following Claims are not resolved through informal dispute resolution, they will not be subject to commercial arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism, including interconnection agreement disputes which may be heard before the Commission:

12.6.4.1.2 Any Claims arising under this Agreement, unless such claims are subject to mandatory commercial arbitration pursuant to Section 12.6.2 or elective commercial arbitration pursuant to Section 12.6.3.

12.6.4.1.3 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

12.6.4.1.4 Actions to compel compliance with the dispute resolution process.

12.6.4.1.5 All Claims arising under federal or state statute(s), including antitrust Claims.

12.7 Commercial Arbitration:

12.7.1 Disputes subject to mandatory or elective commercial arbitration under the provisions of this Agreement will be submitted to a single commercial arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in Louisville, Kentucky for AT&T-KENTUCKY, unless the Parties agree otherwise. The commercial arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for commercial arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. Notwithstanding any rule of the AAA Commercial Arbitration Rules to the contrary, the Parties agree that the arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in Section 12.0 above may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the

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fees of the commercial arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.0 Audits

- 13.1 Subject to the restrictions set forth in Section 20.0 below and except as may be otherwise expressly provided in this Agreement, the Auditing Party may audit the Audited Party's books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the Service Start Date for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.
- 13.2 The Parties also must mutually agree on a written scope of the audit and the billing and invoices to be audited prior to the initiation of the audit.
- 13.3 The audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the Service Start Date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit.
- 13.4 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written notice. Auditing Party shall cause/insure that the independent auditor executes a nondisclosure agreement in a form agreed upon by the Parties prior to engaging in any audit work.
- 13.5 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Except where to do so would defeat the purpose of the audit, the Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of End Users of Audited Party.
- 13.6 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 13.7 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full

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billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.3.1 above (depending on the AT&T-owned ILEC(s) involved), for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

- 13.8 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.
- 13.9 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 13.1 above. Any additional audit shall be at the requesting Party's expense.

14.0 Disclaimer of Representations and Warranties

- 14.1 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

15.0 Limitation of Liability

- 15.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any Loss relating to or arising out of any cause whatsoever, including any negligent act or omission (whether willful or inadvertent) whether based in contract, tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Facilities, products, services or functions not performed or provided or improperly performed or provided.
- 15.2 Except as otherwise expressly provided in specific Attachments, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 15.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users or Third Parties that relate to any Interconnection products and/or services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection products and/or services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in Section 15.0 above.

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- 15.4 Neither WSP nor AT&T-KENTUCKY shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; provided that the foregoing shall not limit a Party's obligation under Section 15.0 above to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 15.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by that Party's End User in connection with any affected Interconnection products and/or services. Except as provided in the prior sentence, each Party ("Indemnifying Party") hereby releases and holds harmless the other Party ("Indemnitee") (and Indemnitee's Affiliates, and its respective officers, directors, employees and agents) against any Loss or Claim made by the Indemnifying Party's End User.
- 15.5 AT&T-KENTUCKY shall not be liable to WSP, its End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 services.
- 15.6 This Section 15.0 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.
- 16.0 Indemnity**
- 16.1 Except as otherwise expressly provided herein or in specific Attachments, each Party shall be responsible only for the Interconnection products and/or services which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties, and neither Party shall bear any responsibility for the Interconnection products and/or services, provided by the other Party, its agents, subcontractors, or others retained by such Parties.
- 16.2 Except as otherwise expressly provided herein or in specific Attachments, and to the extent not prohibited by Applicable Law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of Interconnection products and/or services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 16.3 In the case of any Loss alleged or claimed by a End User of either Party, the Party whose End User alleged or claimed such Loss (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying Interconnection product and/or service giving rise to such Claim or Loss was provided or provisioned by the Indemnified Party, unless the Claim or Loss was caused by the gross negligence or willful misconduct of the Indemnified Party.

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- 16.4 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any Claim or Loss arising from the Indemnifying Party's use of Interconnection products and/or services provided under this Agreement involving:
- 16.4.1 Any Claim or Loss arising from such Indemnifying Party's use of Interconnection products and/or services offered under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's or its End User's use.
- 16.4.1.1 The foregoing includes any Claims or Losses arising from disclosure of any End User-specific information associated with either the originating or terminating numbers used to provision Interconnection products and/or services provided hereunder and all other Claims arising out of any act or omission of the End User in the course of using any Interconnection products and/or services provided pursuant to this Agreement.
- 16.4.1.2 The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's or an Indemnifying Party's End User's use of Interconnection products and/or services, provided under this Agreement; provided, however, that an Indemnifying Party's obligation to defend and indemnify the Indemnified Party shall not apply:
- 16.4.1.2.1 Where an Indemnified Party or its End User modifies Interconnection products and/or services, provided under this Agreement; and
- 16.4.1.2.2 No infringement would have occurred without such modification.
- 16.4.2 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, Facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, Facilities and services fully comply with CALEA.
- 16.5 WSP acknowledges that its right under this Agreement to Interconnect with AT&T-KENTUCKY's network may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of Third Parties.
- 16.6 To the extent not prohibited by a contract with the vendor of the network element sought by WSP that contains Intellectual Property licenses, AT&T-KENTUCKY shall reveal to WSP the name of the vendor, the Intellectual Property rights licensed to AT&T-KENTUCKY under the vendor contract and the terms of the contract (excluding cost terms). AT&T-KENTUCKY shall, at WSP's request, contact the vendor to attempt to obtain permission to reveal additional contract details to WSP.
- 16.7 AT&T-KENTUCKY hereby conveys no licenses to use such Intellectual Property rights and makes no warranties, express or implied, concerning WSP's (or any Third Parties') rights with respect to such Intellectual Property rights and contract rights, including whether such rights will be violated by such Interconnection in AT&T-KENTUCKY's network or WSP's use of other functions, facilities, products or services furnished under this Agreement.
- 16.8 AT&T-KENTUCKY does not and shall not indemnify, defend or hold WSP harmless, nor be responsible for indemnifying or defending, or holding WSP harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to WSP's Interconnection with AT&T-KENTUCKY's network or WSP's use of other functions, Facilities, products or services furnished under this Agreement.

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- 16.9 WSP shall reimburse AT&T-KENTUCKY for damages to AT&T-KENTUCKY's Facilities utilized to provide Interconnection products and/or services hereunder caused by the negligence or willful act of WSP, its agents or subcontractors or WSP's End User or resulting from WSP's improper use of AT&T-KENTUCKY's Facilities, or due to malfunction of any Facilities, functions, products, services or equipment provided by any person or entity other than AT&T-KENTUCKY. Upon reimbursement for damages, AT&T-KENTUCKY will cooperate with WSP in prosecuting a Claim against the person causing such damage. WSP shall be subrogated to the right of recovery by AT&T-KENTUCKY for the damages to the extent of such payment.
- 16.10 Indemnification Procedures:
- 16.10.1 Whenever a Claim shall arise for indemnification under Section 16.0 the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.
- 16.10.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.
- 16.10.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.
- 16.10.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 16.10.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 16.10.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 16.10.7 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 16.10.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party,

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including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party

16.10.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.0 below of this Agreement.

17.0 Intellectual Property/License

17.1 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party.

17.2 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

18.0 Notices

18.1 Subject to Section 18.3, 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:

18.1.1 delivered personally, delivered by express overnight delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested.

18.1.2 delivered by facsimile; provided WSP and/or AT&T-KENTUCKY has provided such information in Section 18.3.

18.2 Notices will be deemed given as of the earliest of:

18.2.1 the date of actual receipt,

18.2.2 the next Business Day when sent via express delivery service,

18.2.3 five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or

18.2.4 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.

18.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Dan Graf, Director Interconnection
STREET ADDRESS	5887 Copley Drive
CITY, STATE, ZIP CODE	San Diego, CA 92111
FACSIMILE NUMBER	(858) 882-6280
PHONE NUMBER*	(858) 882-9193
With a Copy to:	Suzanne Toller K.C. Halm
NAME/TITLE	Davis Wright Tremaine LLP

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STREET ADDRESS	1919 Pennsylvania Ave., NW Suite 200
CITY, STATE, ZIP CODE	Washington, D.C. 20006
FACSIMILE NUMBER	202-973-4499
PHONE NUMBER*	202-973-4200
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

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

- 18.4 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with Section 18.0 above. Any notice to change the designated contact name, address, and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 18.5 AT&T-KENTUCKY communicates official information to CMRS Provider's via its Accessible Letter notification process. This process involves electronic transmission and posting to the AT&T Prime Access website a variety of subjects, including changes on business processes and policies. Also, significant updates on products/services (which may include deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services) and operational issues, are conveyed through Accessible Letter notification.
- 18.6 In the AT&T-KENTUCKY, Accessible Letter notification will be via electronic mail (e-mail) distribution and will be deemed given as of the date set forth on the e-mail message.
- 18.7 WSP may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

19.0 Publicity and Use of Trademarks or Service Marks

- 19.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly.
- 19/2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

20.0 Confidentiality

- 20.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.

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- 20.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such proprietary information that:
- 20.2.1 Was at the time of receipt, already known to the receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the disclosing Party; or
 - 20.2.2 Is, or becomes publicly known through no wrongful act of the receiving Party; or
 - 20.2.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; provided that such receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or
 - 20.2.4 Is independently developed by an agent, employee representative or Affiliate of the receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the proprietary information; or
 - 20.2.5 Is disclosed to a Third Party by the disclosing Party without similar restrictions on such Third Party's rights; or
 - 20.2.6 Is approved for release by written authorization of the disclosing Party, but only to the extent of the authorization granted; or
 - 20.2.7 Is required to be made public or disclosed by the receiving Party pursuant to Applicable Law or regulation or court order or lawful process.

21.0 Intervening Law

- 21.1 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 renegotiated, invalidated, modified or stayed by the Parties 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.

22.0 Governing Law

- 22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection products and/or services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction (as appropriate) in Louisville, Kentucky and

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waive any and all objection to any such venue. Proper venue shall be in the city located in the state whose laws apply to the dispute.

23.0 Regulatory Approval

- 23.1 The Parties understand and agree that AT&T-KENTUCKY will file this Agreement and any amendment or modification hereto will be filed with the Commission for approval in accordance with Section 252 of the Act and that this Agreement may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification.
- 23.2 Unless otherwise agreed, if AT&T-KENTUCKY fails to file this Agreement with the appropriate State Commission within sixty (60) days of both Parties signatures, then in such event, the WSP may file the Agreement no later than ninety (90) days after the date of last signature to the Agreement. If neither Party files within ninety (90) days after the date of the last signature, the signed Agreement is null and no longer valid. In such event, neither Party may file this signed Agreement for approval unless it obtains the express written permission of the other Party. If the other Party objects to the filing of this signed Agreement following the expiration of the ninety (90) days referenced above, then either Party may initiate negotiations for a successor agreement under Section 252 of the Act. If negotiations are commenced by either Party, then the Parties will determine what rates, terms and conditions, if any, will apply until such time as a successor agreement is reached.

24.0 Compliance and Certification

- 24.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.
- 24.2 Each Party warrants that it has obtained all necessary certifications and licenses required in each state covered by this Agreement prior to ordering any Interconnection products and/or services from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification and licensure.
- 24.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.
- 24.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

25.0 Law Enforcement

- 25.1 AT&T-KENTUCKY and WSP shall reasonably cooperate with the other Party in handling law enforcement requests as follows:
- 25.1.1 Intercept Devices:
- Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's Facilities, in which case that Party shall comply with any valid request
- 25.1.2 Subpoenas:

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25.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

25.1.3 Emergencies:

25.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any Claims or Losses alleged by the other Party's End Users arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such Claims or Losses.

25.2 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities, the Telecommunications Services and related information provided by each of the Parties, as required by law.

26.0 Relationship of the Parties/Independent Contractor

26.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

26.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

27.0 No Third Party Beneficiaries; Disclaimer of Agency

27.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, Claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

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28.0 Subcontracting

- 28.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.
- 28.2 Each Party will be solely responsible for payments due that Party's subcontractors.
- 28.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.
- 28.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection products and/or services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.
- 28.5 Any subcontractor that gains access to Customer Proprietary Network Information (CPNI) or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

29.0 Responsibility for Environmental Contamination

- 29.1 Each Party shall be solely responsible at its own expense for the proper handling, use, removal, excavation, storage, treatment, transport, disposal, or any other management by such Party or any person acting on its behalf of all Hazardous Substances and Environmental Hazards introduced to the affected work location and will perform such activities in accordance with Applicable Law. Hazardous Substances means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute, rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above. "Environmental Hazard" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using work practices standard in the industry.
- 29.2 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, AT&T-KENTUCKY shall, at WSP's request, indemnify, defend, and hold harmless WSP, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses (including reasonable attorneys and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal from the work location of a Hazardous Substance by AT&T-KENTUCKY or any person acting on behalf of AT&T-KENTUCKY, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by AT&T-KENTUCKY or any person acting on behalf of AT&T-KENTUCKY, or (iii) the presence at the work location of an Environmental Hazard for which AT&T-KENTUCKY is responsible under Applicable Law or a Hazardous Substance introduced into the work location by AT&T-KENTUCKY or any person acting on behalf of AT&T-KENTUCKY.
- 29.3 Notwithstanding anything to the contrary in this Agreement and to the fullest extent permitted by Applicable Law, WSP shall, at AT&T-KENTUCKY's request, indemnify, defend, and hold harmless AT&T-KENTUCKY, each of its officers, directors and employees from and against any losses, damages, costs, fines, penalties and expenses

[Draft ICA with each Party's Proposed Language (03.26.2010)]

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(including reasonable attorney's and consultant's fees) of every kind and nature to the extent they are incurred by any of those parties in connection with a Claim, demand, suit, or proceeding for damages, penalties, contribution, injunction, or any other kind of relief that is based upon, arises out of, is caused by, or results from: (i) the removal or disposal of a Hazardous Substance from the work location by WSP or any person acting on behalf of WSP, or the subsequent storage, processing, or other handling of such Hazardous Substances after they have been removed from the work location, (ii) the Release of a Hazardous Substance, regardless of its source, by WSP or any person acting on behalf of WSP, or (iii) the presence at the work location of an Environmental Hazard for which WSP is responsible under Applicable Law or a Hazardous Substance introduced into the work location by WSP or any person acting on behalf of WSP.

30.0 Force Majeure

30.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make monetary payments) resulting from a "Force Majeure Event" or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. A Force Majeure Event" is defined as acts or occurrences beyond the reasonable control of a Party or the Parties, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, labor difficulties, including without limitation, strikes, slowdowns, picketing, boycotts or other work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation Facilities or acts or omissions of transportation carriers, individually and collectively a Force Majeure Event. If a Force Majeure Event shall occur, the Party affected shall give notice to the other Party of such Force Majeure Event within a reasonable period of time following such an event. Specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

31.0 Taxes

31.1 Except as otherwise provided in this Section 31.0, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then, as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section 31.0 governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by

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the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates.

- 31.2 To the extent a purchase of products or services under this Agreement is claimed by the purchasing Party to be exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the providing Party shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section 31.0 and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any Claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.
- 31.3 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section 31.0 above, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a Claim for credit or refund; (iii) except to the extent that the providing Party has agreed pursuant to this Section 31.0 above not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a Claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the Claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section 31.0 above, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts.

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- 31.4 If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest.
- 31.5 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section above shall be sent in accordance with Section 18.0 above hereof.
- 31.6 Intentionally Left Blank.

32.0 Non Waiver

- 32.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

33.0 Network Maintenance and Management

- 33.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, escalation processes, etc.) to achieve this desired result.
- 33.2 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.
- 33.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or seven (7)-digit and ten (10)-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as Facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 33.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to Facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.
- 33.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to the other Party's End Users. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.
- 33.6 Neither Party shall use any Interconnection products and/or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any Facilities of AT&T-KENTUCKY, its affiliated companies or other connecting telecommunications carriers, prevents

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any carrier from using its Telecommunications Service, impairs the quality or the privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's Facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence the Party who has not violated this provision may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon any such violation, the Party who becomes aware of the violation shall provide the other Party notice of the violation at the earliest practicable time.

- 33.7 The Parties shall cooperate to establish separate, dedicated Trunks for the completion of calls to high volume End Users.
- 33.8 WSP and AT&T-KENTUCKY will work cooperatively to install and maintain a reliable network. WSP and AT&T-KENTUCKY will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 33.9 WSP shall acknowledge calls in accordance with the following protocols.
 - 33.9.1 WSP will provide a voice intercept announcement or distinctive tone signals to the calling party when a call is directed to a number that is not assigned by WSP.
 - 33.9.2 WSP will provide a voice announcement or distinctive tone signals to the calling party when a call has been received and accepted by WSP's MSC.
- 33.10 When WSP's MSC is not able to complete calls because of a malfunction in the MSC or other equipment, WSP will either divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
- 33.11 WSP will provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- 33.12 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").
- 33.13 WSP agrees to pay AT&T-KENTUCKY for Time and Materials in all instances where WSP submits a trouble report and AT&T-KENTUCKY, through investigation and testing, determines that the trouble is outside of the AT&T-KENTUCKY network. WSP will be billed Time and Material Rate from the appropriate tariff.

34.0 Transmission of Traffic to Third Parties

<u>ISSUE NO. 2</u>
<p><u>CRICKET PROPOSAL:</u></p> <p>34.1 <u>Exchange of transit traffic will be governed by terms set forth in Transit Services Traffic Attachment of this Agreement.</u></p>

[Draft ICA with each Party's Proposed Language (03.26.2010)]

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AT&T PROPOSAL:

- 34.1 **CMRS Provider will not send traffic to AT&T-KENTUCKY that is destined for the network of a Third Party unless CMRS Provider has an agreement to exchange traffic with that Third Party.**

35.0 Expenses

- 35.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.
- 35.2 AT&T-KENTUCKY and WSP shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees, reproduction and delivery expense and any costs of notice or publication, but not including attorney's fees) associated with the filing of this Agreement or any amendment to this Agreement.

36.0 Conflict of Interest

- 36.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

37.0 Survival

- 37.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 8.4 above on Termination; Section 9.6 above for Cash Deposits, Section 9.7 above on Deposit Interest, Section 9.8 above on Drawing on Cash Deposits; Section 10.10 for Escrow requirements, Sections 10.1 above thru Section 10.6 above on Billing & Payment of Charges; Section 11.0 above on Nonpayment and Procedures for Disconnection; Section 13.0 above on Audits; Section 14.0 above on Disclaimer of Representations and Warranties; Section 16.0 above on Indemnity; Section 17.0 above on Intellectual Property/License; Section 18.0 above on Notices; Section 19.0 above on Publicity and Use of Trademarks or Service Marks; Section; 20.0 above on Confidentiality; Section 22.0 above on Governing Law; Section 24.0 above on Compliance and Certification; Section 31.0 above on Taxes; Section 32.0 above on Non Waivers and Section 39.0 below Amendments and Modifications.

38.0 Scope of Agreement

- 381 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other Interconnection products and/or services. Except as agreed upon in writing, neither Party shall be required to provide the other Party a function, Facility, product, service or arrangement described in the Act that is not expressly provided herein.
- 38.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

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39.0 Amendments and Modifications

- 39.1 Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.

40.0 Authority

- 40.1 Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it is a corporation or limited partnership duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for that AT&T-owned ILEC. Each of the AT&T-owned ILEC(s) for which this Agreement is executed represents and warrants that it has full power and authority to perform its obligations hereunder.
- 40.2 WSP represents and warrants that it is a Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. WSP represents and warrants that it has been or will be certified to operate as a WSP by the FCC prior to submitting any orders hereunder and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the territory contemplated hereunder prior to submission of orders for such Service.
- 40.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

41.0 Counterparts

- 41.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

42.0 Dialing Parity

- 42.1 AT&T-KENTUCKY agrees that local dialing parity will be available to WSP in accordance with the Act.

43.0 Remedies

- 43.1 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

44.0 Entire Agreement

- 44.1 AT&T-KENTUCKY only:
- 44.1.1 The terms contained in this Agreement and any Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written between the Parties during the negotiations of this Agreement and through the execution and/or Effective Date of this Agreement. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

Cricket Communications, Inc.

**BellSouth Telecommunications, Inc. d/b/a
AT&T Kentucky, by AT&T Operations, Inc.,
its authorized agent**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Director-Interconnection Agreements

(Print or Type)

Date: _____

Date: _____

WSP OCN

KENTUCKY _____

ACNA - _____

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ATTACHMENT 02 - NETWORK INTERCONNECTION

[Draft ICA with each Party's Proposed Language (03.26.2010)]

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1.0 **Introduction**

- 1.1 This Attachment to the Two-Way CMRS Interconnection Agreement (Wireless) between the Parties sets forth rates, terms, and conditions for Interconnection, Trunking, Reciprocal Compensation, and other usage compensation of wireless Telecommunications traffic between AT&T-KENTUCKY and WSP.

2.0 **Network Interconnection Methods**

- 2.1 Interconnection shall be provided at a level of quality equal to that which AT&T-KENTUCKY provides to itself, to any Affiliates, or to any other Telecommunications Carrier.
- 2.1.1 In the event that a Party deploys new switches after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.
- 2.1.2 WSP may designate the interface it wants to receive from the following: Trunk Side terminations at voice grade, DS0 or DS1 level.
- 2.1.3 WSP and AT&T-KENTUCKY will interconnect directly in each LATA in which they exchange Section 251(b)(5) Calls and Switched Access Services traffic. AT&T-KENTUCKY does not provide Inter-tandem switching.
- 2.1.4 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties, as described in Section 3.3 below.
- 2.2 Point Of Interconnection (“POI”) Options:
- 2.2.1 Where WSP elects to use two-way trunks, WSP and AT&T-KENTUCKY shall establish a POI at the AT&T-KENTUCKY End Office or Tandem building, or another mutually agreeable location under terms and conditions to be determined by the Parties.
- 2.2.2 Where WSP elects to use one-way trunks, the location of POIs will be as follows:
- 2.2.2.1 For WSP mobile-to-land traffic to AT&T-KENTUCKY, the POI will be at the AT&T-KENTUCKY End Office or Tandem building, or another mutually agreeable location under terms and conditions to be determined by the Parties; and
- 2.2.2.2 For AT&T-KENTUCKY land-to-mobile traffic to WSP, the POI will be at WSP’s MSC within the LATA or the WSP’s point of presence within the LATA where the Facilities terminate; or
- 2.2.2.3 Any other mutually agreeable location under terms and conditions to be determined by the Parties.
- 2.2.3 A POI, established under section 2.2.1 above, shall not be located outside of AT&T-KENTUCKY’s franchise service area, nor shall it be located either across a LATA boundary or more than 30 miles from the AT&T-KENTUCKY End Office or Tandem Building where the Facility connection is established (or outside the State’s defined local calling area, whichever is greater).
- 2.3 Terms And Compensation For Use Of Facilities:

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**
Cricket proposed language: double underline

ISSUE NO. 6(a)

CRICKET PROPOSAL:

2.3.1 Each Party shall be responsible for providing its own or leased Facilities used to interconnect the Parties' respective networks, and to transport and route Authorized Services calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to TELRIC based rates. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement

2.3.1.1 Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T-KENTUCKY for pre-existing or new Facilities or Interconnection arrangements ("Interconnection-Related Services") that AT&T-KENTUCKY provides to WSP shall be at the lowest of the following Rates/Charges:

2.3.1.1.1 The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;

2.3.1.1.2 The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;

2.3.1.1.3 The Rates/Charges at which AT&T-KENTUCKY charges any other Telecommunications carrier for similar Interconnection-Related Services;

2.3.1.1.4 AT&T-KENTUCKY's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et seq. when such Facilities are used by WSP as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at WSP's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T-KENTUCKY forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,

2.3.1.1.5 The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T-KENTUCKY forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.

2.3.1.2 Reduced AT&T-KENTUCKY Rates/Charges True-Up. If the lowest AT&T-KENTUCKY Rates/Charges are established by the Commission in the context of the review and approval of an AT&T-KENTUCKY cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to WSP until after the Effective Date of this Agreement, AT&T-KENTUCKY shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that WSP was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T-KENTUCKY implements billing the reduced Rate/Charges to WSP. AT&T-KENTUCKY shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at

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Cricket proposed language: double underline

its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon WSP as a pre-requisite to WSP receiving such reduced Interconnection Rates/Charges.

2.3.1.3 WSP Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that WSP provides AT&T-KENTUCKY will be on a pass-through basis of the costs incurred by WSP to obtain and provide such Facilities.

AT&T PROPOSAL:

2.3.1 Each Party shall be responsible for providing its own or leased Facilities used to interconnect the Parties' respective networks, and to transport and route Authorized Services calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to **applicable tariffs, General Exchange Price List or separate contract**. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement

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2.3.1.3 **Intentionally left blank.**

2.3.2 The Parties will connect their networks, i.e., to and from the AT&T-KENTUCKY Central Office Switch where the Facility connection is established, using the interfaces as described in Section 2.1.2 above.

2.3.3 Nothing in this Agreement shall be construed as authorizing WSP to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T-KENTUCKY to a facilities-based Competitive Local Exchange Carrier ("CLEC"), or an Incumbent Local Exchange Carrier ("ILEC"), or an Out-of-Exchange Local Exchange Carrier ("OELEC") or another CMRS provider other than WSP, i.e., the final destination of land-to-mobile traffic delivered from AT&T-KENTUCKY is WSP's End-Users, and WSP may not forward any such traffic to any Third-Party.

2.3.4 Nothing in this Agreement shall be construed as authorizing WSP to use the Facilities to deliver traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T-KENTUCKY, i.e., mobile-to-land traffic delivered from WSP to AT&T-KENTUCKY must be from WSP's End-Users and may not be from any other Third Party. This provision shall not be construed as prohibiting WSP from carrying roaming traffic on its network, including roaming traffic that WSP delivers to AT&T-KENTUCKY on behalf of another CMRS provider. For the avoidance of

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AT&T-KENTUCKY proposed language: **bold font**
Cricket proposed language: double underline

doubt, traffic from another Telecommunication Carrier's end-users does not constitute Authorized Services traffic.

- 2.3.5 AT&T-KENTUCKY shall not have dedicated transport obligations for, nor shall it have any obligation to share the cost of Facilities between the Parties' networks that either cross a LATA boundary, or that are outside of the AT&T-KENTUCKY franchise service area, or that exceed a mutually agreed upon distance of 30 miles (or the State's defined local calling area, whichever is greater) from the AT&T-KENTUCKY End Office or Tandem building where the Facility connection is established. WSP is responsible for the cost of Trunks and Facilities beyond 30 miles (or outside the State's defined local calling area, whichever is greater).

ISSUE NO. 6(b)

CRICKET PROPOSAL:

- 2.3.6 When WSP uses two-way Facilities provided by AT&T-KENTUCKY to deliver traffic from its network and such Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-KENTUCKY to use those Facilities. If AT&T-KENTUCKY elects to use such facilities, AT&T-KENTUCKY will reimburse WSP for AT&T-KENTUCKY's proportionate use of such Facilities.
- 2.3.6.1 Intentionally Left Blank.
- 2.3.6.2 Intentionally Left Blank.
- 2.3.6.3 AT&T KENTUCKY agrees to share proportionally in the recurring costs of any shared facilities purchased by WSP from AT&T-KENTUCKY. AT&T KENTUCKY's proportionate share of the Facilities is equal to the total minutes of use of all traffic transported over the local interconnection Facilities between the Parties in the State, less the total minutes of use of Section 251(b)(5) Calls (traffic) originated by WSP that terminates on AT&T-KENTUCKY's network in the State, with the result divided by the total minutes of use of all traffic transported over the local interconnection Facilities between the Parties in the State.

AT&T PROPOSAL:

- 2.3.6 When WSP uses two-way **DS-1**-Facilities provided by AT&T-KENTUCKY to deliver traffic from its network and such **DS-1**-Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-KENTUCKY to use those Facilities. If AT&T-KENTUCKY elects to use such facilities, AT&T-KENTUCKY will reimburse WSP for AT&T-KENTUCKY's proportionate use of such Facilities.
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- 2.3.6.2 Intentionally Left Blank.
- 2.3.6.3 AT&T-KENTUCKY agrees to share proportionally in the recurring costs of any shared facilities

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Cricket proposed language: double underline

purchased by WSP from **the applicable tariffs**. AT&T-KENTUCKY's proportionate share of the Facilities is equal to the **amount of all Section 251(b)(5) Calls traffic originated by AT&T-KENTUCKY on AT&T-KENTUCKY's network in the State, divided by** the total minutes of use all traffic transported over the local interconnection Facilities between the Parties in the State.

ISSUE NO. 6(c)

CRICKET PROPOSAL:

2.3.6.4 As of the effective date of this agreement, the Parties have agreed that the Shared Facility Factor shall be 40:60, such that WSP will assume 40% of the proportionate share of the cost of the facility, and AT&T-KENTUCKY will assume 60% of the proportionate share of the cost of the facility. AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Shared Facility Factor does not accurately reflect the proportion of traffic originating on Cricket's network, and for which Cricket is financially responsible. For purposes of this section 2.3.6.4, the phrase "accurately reflect" shall mean a variance of the Shared Facility Factor stated above of greater than five percent (5%). AT&T-KENTUCKY and WSP agree to negotiate a new Shared Facility Factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Shared Facility Factor will be filed within thirty (30) days of execution, and will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement on a new Shared Facility Factor within thirty (30) days of receiving notice, AT&T-KENTUCKY and WSP agree to use the dispute resolution process set forth in Section 12.0 of the General Terms and Conditions of this Agreement.

2.3.6.4.1 Facilities Used in the Provision of Transit Service. The costs of Facilities used to deliver WSP-originated traffic between a POI on the AT&T-KENTUCKY network and the POI at which AT&T-KENTUCKY hands off WSP-originated traffic to a Third Party who is indirectly interconnected with WSP via AT&T-KENTUCKY's network, are recouped by AT&T as a component of AT&T's transit service per minute of use charge. AT&T-KENTUCKY shall not charge WSP for any costs associated with the origination or deliver of any Third Party traffic delivered by AT&T-KENTUCKY to WSP. Accordingly, all transit traffic originating or terminating on WSP's network shall not be allocated to WSP for purposes of determining each Party's proportionate use of Facilities (i.e. the Shared Facility Factor) under this Agreement.

AT&T PROPOSAL:

2.3.6.4 **AT&T-KENTUCKY will provide to WSP, on a quarterly basis, AT&T-KENTUCKY's Shared Facility Factor, representing AT&T-KENTUCKY's proportionate share of the Facilities, as measured by the methodology set forth in the preceding provision, Section 2.3.6.3. AT&T-KENTUCKY will calculate and provide the Shared Facility Factor, and the actual traffic**

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AT&T-KENTUCKY proposed language: **bold font**
Cricket proposed language: double underline

usage used to develop that factor, to WSP on a quarterly basis by the 20th of January, April, July and October of each year. WSP agrees to utilize the Shared Facility Factor provided by AT&T-KENTUCKY to represent the percent of Section 251(b)(5) Calls Traffic originated by AT&T-KENTUCKY and terminated to WSP over a shared two-way local interconnection facility. To determine the shared facility charges owed by AT&T-KENTUCKY to WSP, such Shared Facility Factor will be applied by WSP against the two-way local interconnection facility charges billed by AT&T-KENTUCKY to WSP. WSP has the right to review the Shared Facility Factor each quarter and negotiate changes as justified. However, any changes to the Shared Facility Factor will be applied on a prospective basis.

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2.3.6.5 AT&T-KENTUCKY will bill WSP for the entire cost of the Facility. WSP will then apply the Shared Facility Factor to the cost of the Facility to determine the amount WSP shall bill AT&T-KENTUCKY.

ISSUE NO. 6(d)

CRICKET PROPOSAL:

2.3.6.6 Conversion to Bill and Keep for Facilities Compensation. If at some point following the effective date of this Agreement, the Section 251(b)(5) Calls traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective Facilities compensation obligations under Section 2.3 of this Attachment 2. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Section 251(b)(5) Calls traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Section 251(b)(5) Calls traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Facilities compensation under this Agreement. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Facilities compensation on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Facilities compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 2.3.6.6.

AT&T PROPOSAL:

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AT&T-KENTUCKY proposed language: **bold font**

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ISSUE NO. 6(b)

CRICKET PROPOSAL:

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AT&T PROPOSAL:

- 2.3.7 **Notwithstanding the foregoing, for two-way interconnection facilities, WSP elects to have interconnection facilities billed at 100 percent of the applicable tariff rate. WSP will make available these facilities, for trunking and Interconnection, to AT&T-KENTUCKY. If AT&T-KENTUCKY chooses to use such facilities for trunking and Interconnection, WSP will bill AT&T-KENTUCKY a proportionate share of the cost of the facilities. WSP shall bill and AT&T-KENTUCKY shall pay WSP via the following process for DS3 and above facilities:**
- 2.3.7.1 **Multiple the per DS3 rate billed to WSP by AT&T-KENTUCKY for the local interconnection DS3 facilities, times the equivalent number of DS3s carrying the local interconnection DS1s (number of local interconnection DS1s divided by 28 DS1s per DS3) times the Shared Facility Factor times any discount factors such as Multiple Service Arrangement (MSA) or Broadband Interface (BBI) discounts.**

- 2.3.8 Each Party reserves the right to discontinue the use of any shared Facilities arrangement, by invoking the dispute resolution provisions of this Agreement, regardless of who provides the Facilities, i.e., one of the Parties or a Third-Party. Notwithstanding the foregoing, this provision does not negate any obligations either Party may have regarding such Facilities, such as, but not limited to, financial obligations for an agreed upon term and notice provisions.

ISSUE NO. 6(e)

CRICKET PROPOSAL:

- 2.3.9 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way Section 251(b)(5) Calls traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense.

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AT&T PROPOSAL:

2.3.9 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way Section 251(b)(5) Calls traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense. **Notwithstanding the foregoing, if the Parties agree to deliver Third Party Traffic in addition to Section 251(b)(5) Calls traffic on a land-to-mobile one-way Facility, then WSP shall be responsible for a portion of the facility cost, based on the Shared Facility Factor listed in AT&T-13STATE's Pricing Schedule or the quarterly percentage provided by AT&T-KENTUCKY, as applicable.**

2.4 Ancillary Services Traffic:

2.4.1. When delivering Ancillary Services traffic to AT&T-KENTUCKY, WSP shall provide Facilities and connections in each LATA dedicated solely for Ancillary Services traffic. Ancillary Service traffic requires a dedicated Facility. The connection used must be an Ancillary Services Connection.

2.4.2 For the provision of 911 and/or E911 Services, WSP may provide its own Facilities or purchase Facilities from a Third Party to connect its network with AT&T-KENTUCKY's E911 Selective Router. Alternatively, WSP may purchase appropriate Facilities from AT&T-KENTUCKY's applicable tariffs.

2.4.3 This Section 2.4.3 applies only in states where Type 2-C interfaces are available from AT&T-KENTUCKY. As a further alternative in such states, WSP also may purchase Facilities employing a Type 2-C interface from AT&T-KENTUCKY, at rates found in the applicable AT&T-KENTUCKY tariff.

3.0 Interconnection Trunking

3.1 This Section 3 describes the required and optional Interconnection Trunk Groups for Section 251(b)(5) Calls, Switched Access Services traffic, Mass Calling], 911/E911, Operator Services and Directory Assistance traffic.

3.1.1 AT&T-KENTUCKY and WSP exchange traffic over their networks in connection with WSP's Authorized Services, in accordance with the provisions of this Agreement. WSP shall deliver all Interconnection traffic destined to terminate on AT&T-KENTUCKY's network through Interconnection Trunks obtained pursuant to this Agreement. The exchange of one-way Paging Traffic between the Parties' respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging interconnection agreement must be negotiated and executed for such traffic.

3.2 Trunking Descriptions:

3.2.1 Type 1 Trunks: Provide a one-way Trunk Side connection between an AT&T-KENTUCKY End Office Switch and WSP's network. Type 1 Trunks will be used for the transmission and routing of Ancillary Services traffic.

3.2.2 Type 2A Trunks: Provide a Trunk Side connection between an AT&T-KENTUCKY Tandem Office Switch and WSP's network. WSP-to-AT&T-KENTUCKY traffic on a Type 2A Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&T-KENTUCKY End Office Switch that homes on that AT&T-KENTUCKY Tandem Office Switch. Type 2A Trunks may be one-way or two-way.

3.2.3 Type 2A Local/Equal Access Combined Trunk Groups: Provide a Trunk Side connection between WSP's network and an AT&T-KENTUCKY Access Tandem, where AT&T-KENTUCKY is able to record WSP-originated traffic to an IXC. Local/Equal Access Trunk Groups carry interexchange access traffic and local traffic. This Trunk Group requires an interface utilizing equal access signaling. A separate Type 2A Equal

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Access Trunk Group is required when AT&T-KENTUCKY is not able to record WSP-originated traffic to an IXC. WSP will also provide to AT&T-KENTUCKY, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from WSP's network using Trunks employing a Type 2A connection.

3.2.4 Type 2A Equal Access Trunk Groups: Provide a Trunk Side connection between WSP's network and an AT&T-KENTUCKY Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.

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3.2.5 Type 2B Trunks: Provide a Trunk Side connection between WSP's network and AT&T-KENTUCKY End Office Switch, providing the capability to access only subscribers served by that End Office Switch. Type 2B is a one-way mobile-to-land or land-to-mobile trunk group (and two-way, where available) and is available where Facilities and equipment permit.

3.2.6 Type 2C Trunks: Provide a one-way terminating Trunk Side connection between WSP's ("MSC") and AT&T-KENTUCKY's E911 Selective Router equipped to provide access to E911 services.

3.2.7 Type 2D Trunks: Provide a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.

3.2.7.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an AT&T-KENTUCKY Operator Services switch.

3.3 Trunking Requirements:

3.3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties' switches. WSP-to-AT&T-KENTUCKY traffic, on such Trunk Groups, that is exchanged pursuant to this Agreement, must be restricted to NPA-NXXs residing in AT&T-KENTUCKY End Office Switches or other End Office Switches sub-tending the AT&T-KENTUCKY Tandem Switch.

3.3.2 Except as described below, only one Trunk Group shall be provisioned between any AT&T-KENTUCKY switch and a WSP switch.

3.3.2.1 Multiple Trunk Groups may be provisioned between an AT&T-KENTUCKY switch and a WSP switch, at the sole discretion of AT&T-KENTUCKY, and only with the following requirements: For unique routing, WSP shall provide all required routing information including a separate and distinct CLLI code for each Trunk Group, and specific NPA/NXX routing directions. Duplicate Trunk Groups serving the same function are not permitted.

3.3.3 WSP shall trunk to all AT&T-KENTUCKY Tandems in each LATA from each MSC where WSP offers Authorized Services, or in the event WSP has no MSC in the LATA, from WSP's designated POI(s) within the LATA.

3.3.4 AT&T-KENTUCKY provided Type 1 interfaces will be as described above. Any non-Trunk Side Message Treatment ("TSMT") form of Type 1 interface will be eliminated within ninety (90) days of the Effective Date of this Agreement.

3.3.5 Direct End Office Trunking ("DEOT"):

3.3.5.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks, or when AT&T-KENTUCKY's End Office Switch is not served by an AT&T-KENTUCKY Tandem Office Switch. If the DEOT is designed to overflow, the traffic will be

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Cricket proposed language: double underline

alternately routed to the appropriate AT&T-KENTUCKY Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.

3.3.5.2 Should WSP fail to comply with this Section 3.3.5 above, AT&T-KENTUCKY reserves the right, at its sole discretion, to restrict provisioning of additional Trunks at the Tandem.

3.3.6 Mass Calling, i.e., High Volume Call In network architecture, Trunk Group AT&T-KENTUCKY ("Mass Calling"):

3.3.6.1 A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described in Section 3.5.8 below for other final Local Interconnection Trunk Groups. WSP will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

3.3.6.1.1 Mass Calling Trunk Groups (Table 1) shall be sized as follows:

Table 1	
Number of End Users	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

3.3.6.2 If WSP should acquire a Mass Calling End User, e.g., a radio station, WSP shall notify AT&T-KENTUCKY at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T-KENTUCKY Mass Calling serving office to the WSP End User's serving office. WSP will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.

3.3.6.2.1 If WSP finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then WSP may request a meeting to coordinate with AT&T-KENTUCKY the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that WSP establishes a new Mass Calling NXX, WSP must notify AT&T-KENTUCKY a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T-KENTUCKY will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T-KENTUCKY Public Response Mass Calling Network Access Tandem to WSP's Mass Calling serving office.

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3.3.7 911/E911:

3.3.7.1 See Attachment E911 Universal Emergency Number Service for Trunk requirements.

3.4 Trunk Forecasting:

3.4.1 WSP agrees to provide Trunk forecasts to AT&T-KENTUCKY to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.

3.4.2 WSP will provide a Trunk forecast to AT&T-KENTUCKY prior to initial implementation, and WSP will provide subsequent forecasts to AT&T-KENTUCKY upon request by AT&T-KENTUCKY, as often as twice per year. The forecasts shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem Local Interconnection and InterLATA Trunks, End Office Local Interconnection Trunks, and Tandem subtending Local Interconnection end office equivalent Trunk requirements) for a minimum of three years, i.e., the current year and the following two years.

3.4.3 WSP will provide revised Trunk forecasts to AT&T-KENTUCKY whenever there is a difference of 25% or more in trunking demand than reflected in previously submitted forecasts.

3.4.4 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending End Offices. Identification of each Trunk will be by the “from” and “to” Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.

3.4.5 The Parties agree to review with each other the submitted forecasts.

3.5 Trunk Provisioning:

3.5.1 In conjunction with Trunk forecasting as described in Section 3.4 above, WSP will be responsible for ordering all Interconnection Trunk Groups, with concurrence from AT&T-KENTUCKY.

3.5.2 WSP shall submit orders to AT&T-KENTUCKY to establish, add, change, or disconnect Trunks, using AT&T-KENTUCKY’s applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.

3.5.3 WSP’s orders that comprise a major project that directly affects AT&T-KENTUCKY will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or order-related activities between and among AT&T-KENTUCKY and WSP’s work groups, including, but not limited to, the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, Facility grooming or major network rearrangements.

3.5.4 Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T-KENTUCKY’s intra-state Switched Access Services intervals.

3.5.5 Trunk Servicing:

3.5.5.1 The Parties will jointly manage the capacity of Interconnection Trunk Groups. A Trunk Group Service Request (“TGSR”) will be sent by AT&T-KENTUCKY to notify WSP to establish or make modifications to existing Trunk Groups. WSP will issue an ASR or WSR, as applicable, to AT&T-KENTUCKY’s Wireless Access Service Center, to begin the provisioning process as required below:

3.1.20.1.1 Within ten (10) business days after receipt of the TGSR or other notification; or

3.1.20.1.2 At any time as a result of WSP’s own capacity management assessment.

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Cricket proposed language: double underline

- 3.5.5.2 Upon review of the TGSR, if a Party does not agree with the resizing, of the Interconnection Trunk Groups the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) business days of WSP's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.
- 3.5.5.3 If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T-KENTUCKY does not receive an ASR or WSR, as applicable, from WSP, or if WSP does not respond to the TGSR by scheduling a discussion with the other Party within the twenty (20) business day period, AT&T-KENTUCKY will attempt to contact WSP to schedule a joint planning discussion. If WSP will not agree to meet within an additional five (5) business days and present adequate reason for keeping Trunks operational, AT&T-KENTUCKY will issue an ASR or WSR, as applicable, to resize the Interconnection Trunks and Facilities.
- 3.5.6 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of WSP.
- 3.5.7 Utilization:
- 3.5.7.1 Under utilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Under utilization will be addressed in the following manner:
- 3.5.7.2 If an Interconnection Trunk Group is AT&T-KENTUCKY, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Interconnection Trunk Group, which shall be left with not less than fifteen percent (15%) for AT&T-KENTUCKY. In all cases, grade of service objectives shall be maintained.
- 3.5.7.3 Either Party may send a TGSR to the other Party to trigger changes to the Interconnection Trunk Groups, based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR or WSR, as applicable, to the other Party, within twenty (20) business days after receipt of the TGSR.
- 3.5.7.4 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days of the receiving Party's receipt of the TGSR, to resolve and mutually agree to the disposition of the TGSR. If the Parties cannot agree on the resizing at the joint planning discussion, the Parties may invoke the dispute resolution provisions of this Agreement.
- 3.5.7.5 If the Parties cannot agree on the changes to the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T-KENTUCKY sent the TGSR to WSP, and WSP does not schedule a discussion with AT&T-KENTUCKY within the twenty (20) business day period, then AT&T-KENTUCKY will attempt to contact WSP to schedule a joint planning session. If WSP will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-KENTUCKY reserves the right to issue ASRs or WSRs, as applicable, to resize the Interconnection Trunk Groups.
- 3.5.8 Design Blocking Criteria:
- 3.5.9 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 2 below. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.

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Trunk Group Type	Design Blocking Objective
Type 2A	1%
Type 2A Equal Access (IXC)	1%
Type 2B (Final)	1%
Type 2C (911)	1%
Type 2D (Operator Services (DA/DACC))	1%
Type 1 (Operator Services (0+, 0-))	1%

3.5.10 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) business days is the study period duration objective.

3.6 Routing And Rating:

- 3.6.1 Each WSP NPA-NXX must have a single Rating Point, and that Rating Point must be associated with a Rate Center, as defined in the applicable AT&T-KENTUCKY landline state tariff, and as entered into the LERG. The geographical exchange area of the associated Rate Center must be served by an End Office Switch or other End Office Switches sub-tending the AT&T-KENTUCKY Tandem Office Switch, where a Type 2A Trunk Group is located, or the End Office Switch where a Type 2B or Type 1 Trunk Group is located. The Rating Point may be designated anywhere in the LATA, when the Commission so rules in a proceeding binding AT&T-KENTUCKY. The Rating Point does not have to be the same as the Routing Point.
- 3.6.2 Each NPA-NXX assigned to WSP with a Rate Center outside the AT&T-KENTUCKY franchise area must be entered into the LERG, such that (a) the NPA-NXX is accurately reflected as rated from the out-of-franchise Rate Center, and (b) the NPA-NXX is assigned to WSP's serving switching entity or POI that is located inside the AT&T-KENTUCKY franchise area, and (c) WSP's switching entity, or POI serving the NPA-NXX, subtends or is homed on an AT&T-KENTUCKY tandem.
- 3.6.3 All terminating traffic delivered by WSP to a Tandem Office Switch destined for publicly dialable NPA-NXXs served by a switching entity that does not home on that Tandem Office Switch is misrouted. AT&T-KENTUCKY shall provide notice to WSP, pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, WSP shall be given thirty (30) days to cure such misrouting.
- 3.6.4 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG or via the most direct route to avoid inter-tandem routing.
- 3.6.5 For Type 2 Trunk Groups, i.e., Type 2A and Type 2B, WSP will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all ASR/WSR Translations Questionnaire ("TQ") Code opening information necessary for routing traffic on these Trunk Groups.
- 3.6.6 AT&T-KENTUCKY will not route traffic to WSP via a Third Party Tandem, however, WSP may route traffic to AT&T-KENTUCKY via a Third Party Tandem where technically feasible.
- 3.6.7 If either Party originates Section 251(b)(5) Calls destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates to the originating Party, as set forth in the Pricing Schedule attached hereto. Any charges imposed by the Third Party Telecommunications Carrier are

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the responsibility of the originating Party. Notwithstanding any other provision in this Agreement, neither Party is responsible for payment of such transport and termination rates for traffic destined to the other Party, when the calling party is the End User of an IXC and not the End User of a Party, or when an IXC delivers traffic to the network of the terminating Party.

3.6.8 WSP shall not route traffic it receives from or through an IXC that is destined for AT&T-KENTUCKY's End Office Switches over the Interconnection Trunks proved by AT&T-KENTUCKY to WSP pursuant to this Agreement.

3.6.9 All traffic received by AT&T-KENTUCKY from WSP at an End Office Switch must terminate to that End Office Switch. End Offices Switches do not perform Tandem-switching functions.

3.7 Trunk Group Data Exchange:

3.7.1 Intentionally Left Blank.

3.8 Transmission And Routing Of Exchange Access Service Pursuant To Section 251(C)(2):

3.8.1 This Section provides the terms and conditions for the exchange of traffic between WSP's End Users and AT&T-KENTUCKY's End Users for the transmission and routing of Switched Access Services traffic.

3.8.2 IXC Traffic:

3.8.2.1 All traffic between WSP and the AT&T-KENTUCKY Access Tandem or combined local/Access Tandem destined to be routed to, or that has been routed from an Interexchange Carrier ("IXC") connected with such AT&T-KENTUCKY Access Tandem or combined local/Access Tandem, shall be transported over an Equal Access Trunk Group. This arrangement requires a separate Trunk Group employing a Type 2 interface, when AT&T-KENTUCKY is not able to record WSP-originated traffic to an IXC. WSP also will provide to AT&T-KENTUCKY, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from WSP's network, using Trunks employing a Type 2A interface. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between WSP's End Users and IXCs, via an AT&T-KENTUCKY Access Tandem, or combined local/Access Tandem. Where a separate Equal Access Trunk Group is used, WSP is solely financially responsible for the Facilities, termination, muxing, Trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

3.8.3 Originating WSP to Landline InterMTA Traffic:

3.8.3.1 Originating WSP to Landline InterMTA traffic shall be routed over WSP's Type 2A Interconnection Trunk Groups.

3.8.4 Originating Landline to CMRS Inter-MTA Traffic:

3.8.4.1 This traffic is routed over the Type 2A Interconnection Trunk Groups.

3.8.5 Both Parties agree to abide by the resolution for Ordering and Billing Forum ("OBF") Issue 2308-Recording and Signaling Changes Required to Support Billing.

4.0 **Reciprocal Compensation**

4.1 Classification Of Traffic:

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ISSUE NO. 7

CRICKET PROPOSAL:

- 4.1.1 Telecommunications traffic exchanged between AT&T-KENTUCKY and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic that originates in one MTA and terminates in a different MTA, or InterMTA Traffic.

AT&T PROPOSAL:

- 4.1.1 Telecommunications traffic exchanged between AT&T-KENTUCKY and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.

- 4.1.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction under this Agreement.

- 4.1.3 The Parties agree that IP-enabled (including, without limitation, voice over Internet protocol (“VoIP”)) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP-enabled traffic shall be necessary.

4.2 Compensation For Local Authorized Services Interconnection:

- 4.2.1 Compensation rates for Interconnection are contained in the Pricing Schedule attached hereto.

4.2.2 Compensation for Local Authorized Services Interconnection:

- 4.2.2.1 Compensation for Section 251(b)(5) Calls, Transport and Termination. Subject to the limitations set forth below in Section 4.2.3 below, AT&T-KENTUCKY shall compensate WSP for the transport and termination of Section 251(b)(5) Calls originating on AT&T-KENTUCKY’s network and terminating on WSP’s network. WSP shall compensate AT&T-KENTUCKY for the transport and termination of Section 251(b)(5) Calls originating on WSP’s network and terminating on AT&T-KENTUCKY’s network. The rates for this reciprocal compensation are set forth in the Pricing Schedule attached hereto.

ISSUE NO. 9

CRICKET PROPOSAL:

- 4.2.2.2 Conversion to Bill and Keep for Section 251(b)(5) Calls traffic Compensation. If at some point following the effective date of this Agreement, the Section 251(b)(5) Calls traffic exchanged

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between the Parties becomes balanced, such that it falls within the stated agreed balance below (“Traffic Balance Threshold”), either Party may request a bill and keep arrangement to satisfy the Parties’ respective usage compensation payment obligations regarding Section 251(b)(5) Calls traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Section 251(b)(5) Calls traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Section 251(b)(5) Calls traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Section 251(b)(5) Calls traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Section 251(b)(5) Calls traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties’ agreement to eliminate billing for Section 251(b)(5) Calls traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 4.2.2.2.

AT&T PROPOSAL:

4.2.2.2 **Intentionally left blank.**

4.2.3 Traffic Not Subject to Reciprocal Compensation:

4.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:

4.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

4.2.3.1.2 Toll-free calls, e.g., 800/888, Information Services Traffic, 500 and 700 calls;

4.2.3.1.3 Third Party Traffic;

4.2.3.1.4 Non-facility based traffic;

4.2.3.1.5 Paging Traffic;

4.2.3.1.6 InterMTA Traffic

ISSUE NO. 7**CRICKET PROPOSAL:**

4.2.3.1.7 Intentionally left blank;

4.2.3.1.8 IXC Traffic that originates in one MTA and terminates in a different MTA (i.e. InterMTA

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traffic, per 4.2.3.1.6, above); and

AT&T PROPOSAL:

4.2.3.1.7 **1+ IntraMTA calls that are handed off to an IXC;**

4.2.3.1.8 IXC Traffic; and

4.2.3.1.9 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

4.3 Billing For Reciprocal Compensation:

4.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

4.3.2 The Parties recognize that WSP may not have the technical ability to measure actual usage and bill AT&T-KENTUCKY pursuant to this Agreement.

4.3.3 To the extent WSP does not have the ability to measure and bill the actual amount of AT&T-KENTUCKY-to-WSP Section 251(b)(5) Calls traffic, WSP shall bill AT&T-KENTUCKY, using the surrogate billing factor, as described in Sections 4.3.4 below and 4.3.5 below.

4.3.4 To determine the amount of AT&T-KENTUCKY originated Section 251 (b)(5) traffic terminated by WSP to be billed by WSP to AT&T-KENTUCKY, WSP will utilize the Surrogate Billing Factor as follows:

ISSUE NO. 8

CRICKET PROPOSAL:

4.3.4.1 Section 251 (b)(5) traffic terminating on WSP's network within the state of Kentucky for which WSP is to bill AT&T-KENTUCKY = (Section 251 (b)(5) traffic billed by AT&T-KENTUCKY to WSP) divided by (1 - Surrogate Billing Factor) multiplied by (Surrogate Billing Factor).

AT&T PROPOSAL:

4.3.4.1 **Statewide** Section 251 (b)(5) traffic for which WSP is to bill AT&T-KENTUCKY = (**statewide** Section 251 (b)(5) traffic billed by AT&T-KENTUCKY to WSP) divided by (1 - Surrogate Billing Factor) multiplied by (Surrogate Billing Factor).

EXAMPLE

Land-to-Mobile Section 251(b)(5) Calls Traffic

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Conversation MOU's = [mobile-to-land Section 251(b)(5) Conversation MOU's/(1 – Surrogate Billing Factor)] * Surrogate Billing Factor

Mobile-to-Land Conversation MOU's = 15,000

Shared Billing Factor = .20

Land-to-Mobile Section 251(b)(5) Calls Conversation MOU's = [15,000/(1-.20)]*.20
=3,750 Conversation MOU's

4.3.5 When WSP uses the surrogate billing factor billing method set forth above, WSP shall itemize on each of its bills the corresponding AT&T-KENTUCKY billing account numbers by state, for land-to-mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including, as applicable, but not limited to, the surrogate billing factor as provided in this Section 4, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate and amounts.

4.3.6 Except as provided in this Section 4, see the General Terms and Conditions for general billing requirements.

4.4 Compensation For InterMTA Traffic:

4.4.1 Originating WSP-to-Landline InterMTA Traffic:

4.4.1.1 Except as provided for in Section 4.4.1.2 below, all Originating WSP to Land InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&T-KENTUCKY's Federal and/or State Access Service tariffs and is owed and payable to AT&T-KENTUCKY. All Originating WSP to Land InterMTA Traffic must be routed over Type 2A Interconnection Trunk Groups in accordance with section 3.8, above.

4.4.1.2 The Parties agree that for any Originating WSP to Land InterMTA Traffic that is routed over Local Interconnection or Equal Access trunks, AT&T-KENTUCKY is authorized to charge, and WSP will pay to AT&T-KENTUCKY for such traffic, the Originating WSP to Land InterMTA Traffic rate stated in the Pricing Schedule attached hereto. As of the effective date of this agreement, the Parties have agreed that the percentage of traffic considered Originating WSP to Land InterMTA Traffic shall be one (1) percent of the total WSP-originated traffic terminated by AT&T-KENTUCKY and delivered to AT&T-KENTUCKY over Type 2A Interconnection Trunk Groups ("Originating WSP to Land InterMTA Traffic Factor"). Changes to the Originating WSP to Land InterMTA Factor will be subject to paragraph 4.4.1.4.

ISSUE NO. 11

CRICKET PROPOSAL:

4.4.1.3 At its sole discretion, WSP agrees to provide the Jurisdiction Information Parameter ("JIP") in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, the Parties will use traffic studies as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for negotiating an Originating WSP to Land InterMTA Traffic factor. If WSP does not provide JIP, then the Parties will use a traffic study, or

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another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Switching Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for use in negotiating a Originating WSP to Land InterMTA Traffic factor.

AT&T PROPOSAL:

- 4.4.1.3 **Where technically feasible**, WSP agrees to provide the Jurisdiction Information Parameter (“JIP”) in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, the Parties will use **JIP** as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for negotiating an Originating WSP to Land InterMTA Traffic factor. If WSP **fails to populate JIP in accordance with the industry standard**, then **AT&T-KENTUCKY** will use **either Originating Location Routing Number (“OLRN”), or originating NPA/NXX (calling party)**, or another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for use in negotiating a Originating WSP to Land InterMTA Traffic factor.

- 4.4.1.4 AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Originating WSP to Land InterMTA Traffic factor does not accurately reflect the proportion of WSP-originated Originating WSP to Land InterMTA Traffic terminated by AT&T-KENTUCKY over local trunks. AT&T-KENTUCKY and WSP agree to negotiate a new Originating WSP to Land InterMTA Traffic factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Originating WSP to Land InterMTA Traffic factor will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement on a new Originating WSP to Land InterMTA Traffic factor within thirty (30) days of receiving notice, AT&T-KENTUCKY and WSP agree to use the dispute resolution process set forth in Section 12.0 of the General Terms and Conditions of this Agreement.

- 4.4.2 Originating Landline-to-WSP InterMTA Traffic:

ISSUE NO. 10

CRICKET PROPOSAL:

- 4.4.2.1 The Parties agree that for any Originating landline to WSP InterMTA Traffic that is routed over Type 2A Interconnection Trunk Groups, WSP is authorized to charge, and AT&T-KENTUCKY will pay to WSP for such traffic, the Originating landline to WSP InterMTA Traffic rate stated in the Pricing Schedule attached hereto. As of the effective date of this agreement, the Parties have agreed that the percentage of traffic considered Originating landline to WSP InterMTA Traffic shall be one (1) percent of the total AT&T-KENTUCKY-originated traffic terminated by and delivered to WSP over Type 2A Interconnection Trunk Groups (“Originating landline to WSP

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InterMTA Traffic Factor”). Changes to the Originating landline to WSP InterMTA Traffic Factor will be subject to paragraph 4.4.2.2. All Originating landline to WSP InterMTA Traffic must be routed over Type 2A Interconnection Trunk Groups in accordance with section 3.8, above.

4.4.2.2 AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Originating landline to WSP InterMTA Traffic factor does not accurately reflect the proportion of AT&T-KENTUCKY-originated landline to WSP InterMTA Traffic terminated by WSP over local trunks. AT&T-KENTUCKY and WSP agree to negotiate a new Originating landline to WSP InterMTA Traffic factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Originating landline to WSP InterMTA Traffic factor will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement on a new Originating landline to WSP InterMTA Traffic factor within thirty (30) days of receiving notice, AT&T-KENTUCKY and WSP agree to use the dispute resolution process set forth in Section 12.0 of the General Terms and Conditions of this Agreement.

AT&T PROPOSAL:

- 4.4.2.1 **For AT&T-KENTUCKY originated landline-to-WSP traffic that, at the beginning of the call: (a) originates on AT&T-KENTUCKY’s network in one MTA; and, (b) is delivered to the mobile unit of WSP’s End User located in another MTA, AT&T-KENTUCKY shall charge and WSP shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA traffic, as stated in the Pricing Schedule attached hereto. WSP shall not charge and AT&T-KENTUCKY shall not pay reciprocal compensation for originating landline-to-WSP InterMTA Traffic.**
- 4.4.2.2 **Until such time as the Parties can measure originating landline-to-WSP Inter-MTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T-KENTUCKY’s End Users that are delivered to WSP’s network over the Interconnection Trunks.**

4.5 Responsibilities Of Party:

- 4.5.1 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.
- 4.5.2 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party’s network, where available, the original and true Calling Party Number (“CPN”).
- 4.5.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

4.6 Non-AT&T Tandem Providers:

- 4.6.1 Third Party Terminating Carrier shall mean a CLEC, an ILEC, another CMRS provider, an OELEC, or a Carrier that utilizes local switching from AT&T-KENTUCKY, purchased on a wholesale basis, to provide service to its End Users, to which traffic is terminated when WSP uses a Non-AT&T Tandem Provide, as defined below.

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- 4.6.2 Non-AT&T Tandem Provider shall mean a Telecommunications Carrier that provides tandem switching services to WSP and with whom WSP is directly interconnected for the purpose of delivering WSP traffic via Non-AT&T Tandem Provider's direct interconnection arrangements with AT&T-KENTUCKY to (i) AT&T-KENTUCKY's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-KENTUCKY, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End User.

ISSUE NO. 13

CRICKET PROPOSAL:

- 4.6.3 When a Non-AT&T Tandem Provider sends Traffic originated by the End Users of WSP to (i) AT&T-KENTUCKY's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-KENTUCKY, purchased on a wholesale basis, to provide service to its End Users; WSP is responsible for all Conversation MOU's billed by AT&T-KENTUCKY at the Section 251(b)(5) rates set forth in Section 1 of the Price Sheet of this agreement, and Price Sheet for Section 251(b)(5) traffic or the applicable transit rates for such traffic.

AT&T PROPOSAL:

- 4.6.3 When a Non-AT&T Tandem Provider sends Traffic originated by the End Users of WSP to (i) AT&T-KENTUCKY's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-KENTUCKY, purchased on a wholesale basis, to provide service to its End Users; **or (iii) a Third Party Terminating Carrier's End Users**, WSP is responsible for all Conversation MOU's billed by AT&T-KENTUCKY for Section 251(b)(5) traffic or the applicable **switched access or transit rates as found in the Access Services tariffs or other related contract** for such traffic.

5.0 Meet Point Billing ("MPB") for Switched Access Services

ISSUE NO. 12

CRICKET PROPOSAL:

- 5.1 When the Parties are engaged in the provision of jointly provided switched access services, pursuant to the procedures described in the Multiple Exchange Carrier Access Billing ("MECAB") document, developed by the Alliance for Telecommunications Industry Solutions' ("ATIS") Ordering and Billing Forum ("OBF"), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface ("EMI") format, via a mutually acceptable electronic

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file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.

5.2 When the Parties are engaged in the provision of jointly provided switched access services, WSP providers interconnecting with AT&T-KENTUCKY must obtain a non-hosted Revenue Accounting Office code in order to receive detail usage data from AT&T-KENTUCKY. Each Party agrees to provide the other Party with Access Usage Records (“AURs”), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any portion of the notifying Party’s network in a Meet Point Billing (“MPB”) arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.

5.3 Other Responsibilities of the Parties when the Parties are engaged in the provision of jointly provided switched access services:

5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party’s respective access tariff or WSP’s contract with the IXC, based on the billing percentages stated below.

5.3.2 WSP shall designate AT&T-KENTUCKY’s Access Tandem switch or any other reasonable Facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).

5.3.4 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or WSP’s contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association (“NECA”) FCC Tariff No. 4.

5.3.5 AT&T-KENTUCKY shall implement the “Multiple Bill/Single Tariff” option described in the MECAB document identified in Section 5.1 above, so that each Party bill the IXC for its portion of the jointly provided Switched Access Services.

AT&T PROPOSAL:

5.1 Pursuant to the procedures described in the Multiple Exchange Carrier Access Billing (“MECAB”) document, developed by the Alliance for Telecommunications Industry Solutions’ (“ATIS”) Ordering and Billing Forum (“OBF”), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (“EMI”) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.

5.2 WSP providers interconnecting with AT&T-KENTUCKY must obtain a non-hosted Revenue Accounting Office code in order to receive detail usage data from AT&T-KENTUCKY. Each Party agrees to provide the other Party with Access Usage Records (“AURs”), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code (“CIC”) of the IXCs that may utilize any

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**
Cricket proposed language: double underline

portion of the notifying Party's network in a Meet Point Billing ("MPB") arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.

5.3 Other Responsibilities of the Parties:

5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party's respective access tariff or WSP's contract with the IXC, based on the billing percentages stated below.

5.3.2 WSP shall designate AT&T-KENTUCKY's Access Tandem switch or any other reasonable Facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).

5.3.4 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or WSP's contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.

5.3.5 AT&T-KENTUCKY shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 5.1 above, so that each Party bill the IXC for its portion of the jointly provided Switched Access Services. **WSP may elect not to implement the "Multiple Bill/Single Tariff" option until an F.C.C. order is issued that requires the implementation of Meet Point Billing of IXC traffic.**

5.3.6 Intentionally left blank.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

PRICING SHEET (WIRELESS)**KENTUCKY****ATTACHMENT 2 - NETWORK INTERCONNECTION**

<u>ISSUE NO. 9</u>			
<u>CRICKET PROPOSAL:</u>			
1.	Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)		
	Type 2A <u>Bill and Keep</u>	Type 2B <u>Bill and Keep</u>	Type 1 <u>Bill and Keep</u>
<u>AT&T PROPOSAL:</u>			
1.	Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)		
	Type 2A <u>\$0.0007</u>	Type 2B <u>\$0.0007</u>	Type 1 <u>\$0.0007</u>

2. Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks to AT&T End Offices will be billed using a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over Type 2B trunks as follows:

Per DS0 trunk (voice grade)	Per Month	USOC
Type 2B Dedicated End Office		
Type 2B - MF	\$6.30	MRSSD
Type 2B - SS7	\$6.30	MRSSE

<u>ISSUE NO. 6(c)</u>	
<u>CRICKET PROPOSAL:</u>	
3.	Shared Facility Factor
	<u>WSP: 40 / AT&T: 60</u> To be established based on actual usage of the Facilities, subject to modification per

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AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

Section 2.3.6 of Attachment 2.

AT&T PROPOSAL:

3. Shared Facility Factor

To be established **on a quarterly basis** based on actual usage of the Facilities, subject to modification per Section 2.3.6 of Attachment 2.

4. Originating WSP to Landline InterMTA Rates and Factor

4.1	Originating WSP to Landline IntraState InterMTA Traffic Rate	\$.006165
4.2	Originating WSP to Landline InterState InterMTA Traffic Rate	\$.006165
4.3	Originating WSP to Landline InterMTA Traffic Factor	1%

5. Originating Landline to WSP InterMTA Rates and Factor

5.1	Originating Landline to WSP InterMTA Traffic Rate	\$.006165
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ISSUE NO. 10

CRICKET PROPOSAL:

5.2	Originating Landline to WSP InterMTA Traffic Factor	<u>1%</u>
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AT&T PROPOSAL:

5.2	Originating Landline to WSP InterMTA Traffic Factor	6%
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ATTACHMENT 5 – 911/E911

911 Facility rates are obtained via the General Subscriber Services Tariff (GSST) or the Switched Access Service Tariff and the GSST.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

PRICING SHEET (WIRELESS)

ATTACHMENT 3 – LOCAL NUMBER PORTABILITY AND NUMBERING

Cellular Query of Last Resort	
KS	Sum of Usage \$0.002244

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

TRANSIT TRAFFIC SERVICE

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

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AT&T-KENTUCKY proposed language: **bold font**
Cricket proposed language: double underline

1.0 Introduction

ISSUE NO. 14

CRICKET PROPOSAL:

- 1.1 This Transit Traffic Service Attachment (“Attachment” or “Agreement”) sets forth the rates, terms and conditions of AT&T-KENTUCKY’s Transit Traffic Service as a Transit Service Provider. AT&T-KENTUCKY’s Transit Traffic Service is provided to other Telecommunications Carriers pursuant to Section 251 and 252 of the Telecommunications Act of 1996, and applicable state law, for Telecommunications Traffic that does not originate with, or terminate to, the Transit Service Provider’s End User. Transit Traffic Service allows Cricket Communications, Inc. (“WSP”) to exchange WSP originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier, utilizing AT&T-KENTUCKY’s Transit Traffic Service.

AT&T PROPOSAL:

- 1.1 This Transit Traffic Service Attachment (“Attachment” or “Agreement”) sets forth the rates, terms and conditions of AT&T-KENTUCKY’s Transit Traffic Service as a Transit Service Provider. AT&T-KENTUCKY’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 Cricket Communications, Inc. (“WSP”) to exchange WSP originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier, utilizing AT&T-KENTUCKY’s Transit Traffic Service.

- 1.2 This Attachment incorporates the provisions of a transiting arrangement, as it relates to AT&T-KENTUCKY’s provision of Transit Traffic Service, as a Transit Service Provider, 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 “Calling Party Number” or “CPN” is as defined in 47 C.F.R. § 64.1600(c) (“CPN”).
- 2.2 “ISP-Bound Traffic”, means Telecommunications Traffic exchanged between WSP’s End User and an Internet Service Provider (“ISP”) served by a Third Party Terminating Carrier.
- 2.3 Intentionally left blank.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

ISSUE NO. 7**CRICKET PROPOSAL:**

- 2.4 “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 between the Parties and that, originate and terminate within the same MTA including intraMTA traffic that AT&T-KENTUCKY delivers to WSP over the facilities of an unaffiliated or affiliated IXC.

AT&T PROPOSAL:

- 2.4 “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, originate and terminate within the same MTA.

- (a) For AT&T-KENTUCKY, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling party at the beginning of the call or the called party at the terminating end 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.

- 2.5 “Third Party Carrier” means a Telecommunications Carrier that is not a party to this Agreement.

- 2.6 “Third Party Originating Carrier” means a Telecommunications Carrier (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service provider (CMRS) or Out of Exchange Local Exchange Carrier (OELEC)) that originates Transit Traffic that transits AT&T-KENTUCKY’s network and is delivered to WSP.

- 2.7 “Third Party Terminating Carrier” means a Telecommunications Carrier to which traffic is terminated when WSP uses AT&T-KENTUCKY’s Transit Traffic Service (e.g., Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), CMRS or Out of Exchange Local Exchange Carrier (OELEC)).

- 2.8 “Transit Service Provider” means AT&T-KENTUCKY when providing its Transit Traffic Service.

- 2.9 “Transit Traffic” means traffic originating on WSP’s network that is switched and/or transported by AT&T-KENTUCKY and delivered to a Third Party Terminating Carrier, or traffic originating on a Third Party Originating Carrier’s network that is switched and/or transported by AT&T-KENTUCKY and delivered to WSP’s network. Transit Traffic Service is a service that is limited to Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, ISP-Bound Traffic destined to the End Users of a Third Party Terminating Carrier and is routed utilizing an AT&T-KENTUCKY Tandem Switch where an AT&T-KENTUCKY End User is neither the originating nor the terminating party. AT&T-KENTUCKY neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. A call that is originated by or terminated to a CLEC purchasing local switching pursuant to a commercial agreement from AT&T-KENTUCKY 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.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

ISSUE NO. 14**CRICKET PROPOSAL:**

- 2.10 “Transit Traffic Service” is a switching and transport service provided by AT&T-KENTUCKY for Transit Traffic between WSP and AT&T-KENTUCKY pursuant to Section 251 and 252, where WSP is directly interconnected with an AT&T-KENTUCKY Tandem.

AT&T PROPOSAL:

- 2.10 “Transit Traffic Service” is **an optional non-251/252** switching and **intermediate** transport service provided by AT&T-KENTUCKY for Transit Traffic between WSP and AT&T-KENTUCKY, where WSP is directly interconnected with an AT&T-KENTUCKY Tandem.

- 2.11 “Switched Access Traffic” means an offering of access to AT&T-KENTUCKY’s network for the purpose of the origination of the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.

3.0 Responsibilities of the Parties

- 3.1 AT&T-KENTUCKY will provide WSP with AT&T-KENTUCKY’s Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T-KENTUCKY is interconnected, but only in the LATA, 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-KENTUCKY End User.
- 3.3 Intentionally left blank.
- 3.4 Each Party to this Agreement will be responsible for the accuracy and quality of its data submitted to the other Party.

ISSUE NO. 14**CRICKET PROPOSAL:**

- 3.5 The TELRIC-based rates that AT&T-KENTUCKY shall charge WSP for Transit Traffic Services are set forth in Section 8.0, below and in the attached Transit Traffic Service Appendix Pricing.

AT&T PROPOSAL:

- 3.5 The rates that AT&T-KENTUCKY shall charge WSP for Transit Traffic Services are set forth in Section 8.0, below and in the attached Transit Traffic Service Appendix Pricing.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

ISSUE NO. 15**CRICKET PROPOSAL:**

3.6 Upon mutual consent of the Parties, WSP and AT&T-KENTUCKY shall execute a 22 state Interconnection Agreement with meet point billing terms and conditions.

AT&T PROPOSAL:

3.6 WSP and AT&T-KENTUCKY shall execute an Interconnection Agreement with meet point billing terms and conditions.

3.7 AT&T SOUTHEAST REGION 9-STATE - Transit Billing Requirements

3.7.1 AT&T will pass billing data to WSP related to jointly provided traffic at the Tandem level when Third Party Carriers 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.

ISSUE NO. 16**CRICKET PROPOSAL:**

3.7.2 Subject to WSP agreeing to participate and providing all necessary information, AT&T SOUTHEAST REGION 9-STATE 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, or other appropriate termination compensation, and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T SOUTHEAST REGION 9-STATE. 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 transit charges, (as set forth in the attached Pricing Sheet) assessed by AT&T SOUTHEAST REGION 9-STATE for Transit Traffic originated by WSP.

3.7.3 Where WSP agrees to participate in EMI billing records exchange with AT&T SOUTHEAST REGION 9-STATE, WSP will provide the following information:

AT&T PROPOSAL:

3.7.2 Subject to WSP providing all necessary information, AT&T SOUTHEAST REGION 9-STATE agrees to participate in a billing arrangement whereby each provider on the call path will bill the Third Party

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

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 SOUTHEAST REGION 9-STATE. AT&T SOUTHEAST REGION 9-STATE 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 SOUTHEAST REGION 9-STATE for Transit Traffic originated by WSP.

3.7.3 Information required from WSP participating in EMI billing with AT&T SOUTHEAST REGION 9-STATE 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 SOUTHEAST REGION 9-STATE 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 SOUTHEAST REGION 9-STATE Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP's AT&T SOUTHEAST REGION 9-STATE Type 2A trunk interconnection exists.

ISSUE NO. 17

CRICKET PROPOSAL:

- 3.7.4 Where WSP engages in the billing of transport and termination charges assessed upon Third Party Carrier originated traffic, a default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T SOUTHEAST REGION 9-STATE 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.

AT&T PROPOSAL:

- 3.7.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T SOUTHEAST REGION 9-STATE and one hundred percent (100%) for WSP will be used, if WSP does not file with NECA to establish

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AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

a BIP other than this default BIP.

3.7.5 NPA/NXX codes must be associated with a Point of Interconnection (POI) that physically resides within AT&T SOUTHEAST REGION 9-STATE's franchised service area, has a Common Language Location Identification (CLLI) that sub-tends an AT&T SOUTHEAST REGION 9-STATE Tandem and has a Rate Center that sub-tends the same AT&T SOUTHEAST REGION 9-STATE Tandem. Tandem level interconnections with AT&T SOUTHEAST REGION 9-STATE are required, and WSP must deliver all Transit Traffic to AT&T SOUTHEAST REGION 9-STATE 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 SOUTHEAST REGION 9-STATE SHA "00" Tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in EMI billing.

3.7.6 Intentionally left blank.

4.0 **WSP-Originated Transit Traffic**

ISSUE NO. 18

CRICKET PROPOSAL:

4.1 WSP has the option to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-KENTUCKY for transiting to such Third Party Terminating Carriers. In no event will AT&T-KENTUCKY have any liability to WSP or any Third Party Carrier, if WSP does not enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-KENTUCKY's network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-KENTUCKY against any and all applicable, and lawfully applied, termination charges levied by such Third Party Terminating Carrier against AT&T-KENTUCKY. The Third Party Terminating Carrier and AT&T-KENTUCKY will bill their respective charges directly to WSP. AT&T-KENTUCKY will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-KENTUCKY be required to pay any termination charges for traffic originating on WSP's network to the Third Party Terminating Carrier. In the event that any indemnity rights under this section 4.1 are asserted by AT&T-KENTUCKY, then AT&T-KENTUCKY shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims

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AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

at WSP's own cost and expense.

AT&T PROPOSAL:

- 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-KENTUCKY for transiting to such Third Party Terminating Carriers. In no event will AT&T-KENTUCKY 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-KENTUCKY's network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-KENTUCKY against any and all **Losses including, without limitation**, charges levied by such Third Party Terminating Carrier against AT&T-KENTUCKY. The Third Party Terminating Carrier and AT&T-KENTUCKY will bill their respective charges directly to WSP. AT&T-KENTUCKY will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-KENTUCKY be required to pay any termination charges to the Third Party Terminating Carrier.

ISSUE NO. 19

CRICKET PROPOSAL:

- 4.1 WSP has the option to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-KENTUCKY for transiting to such Third Party Terminating Carriers. In no event will AT&T-KENTUCKY have any liability to WSP or any Third Party Carrier, if WSP does not enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-KENTUCKY's network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-KENTUCKY against any and all applicable, and lawfully applied, termination charges levied by such Third Party Terminating Carrier against AT&T-KENTUCKY. The Third Party Terminating Carrier and AT&T-KENTUCKY will bill their respective charges directly to WSP. AT&T-KENTUCKY will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-KENTUCKY be required to pay any termination charges for traffic originating on WSP's network to the Third Party Terminating Carrier. In the event that any indemnity rights under this section 4.1 are asserted by AT&T-KENTUCKY, then AT&T-KENTUCKY shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP's own cost and expense.
- 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-KENTUCKY to pay such Third Party Carrier termination charges for the WSP-originated Transit Traffic AT&T-KENTUCKY has delivered to a Third Party Carrier, WSP will indemnify AT&T-KENTUCKY for any and all Third Party Carrier termination related to

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

such order. In the event of any such proceeding, AT&T-KENTUCKY will not oppose WSP's intervention, and participation as a party in such proceeding. In the event that any indemnity rights under this section 4.2 are asserted by AT&T-KENTUCKY, then AT&T-KENTUCKY shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including all relevant billing information AT&T-KENTUCKY may have in its possession or control).

- 4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-KENTUCKY's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-KENTUCKY 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-KENTUCKY, but AT&T-KENTUCKY is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY to correct the problem. If AT&T-KENTUCKY does not receive CPN from WSP, then AT&T-KENTUCKY cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-KENTUCKY from any and all applicable, and lawfully applied, Third Party Carrier termination charges arising out of the failure of any WSP-originated traffic transiting AT&T-KENTUCKY's network to have CPN. In the event that any indemnity rights under this section 4.3 are asserted by AT&T-KENTUCKY, then AT&T-KENTUCKY shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP's own cost and expense.

AT&T PROPOSAL:

- 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-KENTUCKY for transiting to such Third Party Terminating Carriers. In no event will AT&T-KENTUCKY 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-KENTUCKY's network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-KENTUCKY against any and all **Losses including, without limitation**, charges levied by such Third Party Terminating Carrier against AT&T-KENTUCKY. The Third Party Terminating Carrier and AT&T-KENTUCKY will bill their respective charges directly to WSP. AT&T-KENTUCKY will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-KENTUCKY 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-KENTUCKY to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-KENTUCKY has delivered, WSP will indemnify AT&T-KENTUCKY for any and all **Losses** related to such order, **including, but not limited to**, termination charges, **interest, and any billing collection costs**. In the event of any such proceeding, AT&T-KENTUCKY will not oppose WSP's intervention, and participation as a party in such proceeding. In the event that any indemnity rights under this section 4.2 are asserted by AT&T-KENTUCKY, then AT&T-KENTUCKY shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including billing information AT&T-KENTUCKY may have).

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-KENTUCKY's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-KENTUCKY 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-KENTUCKY, but AT&T-KENTUCKY is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY to correct the problem. If AT&T-KENTUCKY does not receive CPN from WSP, then AT&T-KENTUCKY cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-KENTUCKY from any and all **Losses** arising out of the failure of any traffic transiting AT&T-KENTUCKY'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-KENTUCKY when AT&T-KENTUCKY provides Transit Traffic Service as the Transit Traffic Provider for calls originated by a Third Party Originating Carrier and terminated to WSP.

ISSUE NO. 19

CRICKET PROPOSAL:

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-KENTUCKY, serving as the Transit Service Provider. AT&T-KENTUCKY 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-KENTUCKY cannot forward the CPN. If AT&T-KENTUCKY 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-KENTUCKY and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-KENTUCKY or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY and the Third Party Originating Carrier to correct the problem.

AT&T PROPOSAL:

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-KENTUCKY, serving as the Transit Service Provider. AT&T-KENTUCKY 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-KENTUCKY cannot forward the CPN; **therefore, WSP will indemnify, defend and hold harmless AT&T-KENTUCKY from any and all Losses arising from or related to the lack of CPN.** If AT&T-KENTUCKY 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-KENTUCKY and the Third Party

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AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-KENTUCKY or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY 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-KENTUCKY, as the Transit Service Provider, 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

ISSUE NO. 20

CRICKET PROPOSAL:

- 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-KENTUCKY, WSP shall trunk from each of its MSCs to the appropriate AT&T-KENTUCKY Tandems in such LATA consistent with the terms of Attachment 2 (Network Interconnection) of the interconnection agreement between AT&T-KENTUCKY and WSP in Kentucky; or, in the event WSP has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-KENTUCKY, then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to the appropriate AT&T-KENTUCKY Tandems in such LATA.

AT&T PROPOSAL:

- 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-KENTUCKY, WSP shall trunk from each of its MSCs to **all** AT&T-KENTUCKY 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-KENTUCKY, then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to **all** AT&T-KENTUCKY Tandems in such LATA.

- 6.2 WSP shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T-KENTUCKY Tandem Office Switch that is subtended by such Third Party Terminating Carrier's switch.
- 6.3 Transit Traffic not routed to the appropriate AT&T-KENTUCKY Tandem by WSP shall be considered misrouted. Transit Traffic routed by WSP at or through any AT&T-KENTUCKY End Office Switch shall be considered misrouted.
- 6.4 Upon written notification from AT&T-KENTUCKY 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 AT&T-KENTUCKY Facilities and trunking (ordering, provisioning, servicing, etc) used to route Section 251(b)(5) traffic pursuant to WSP's Interconnection Agreement(s), will also be utilized for the routing of Transit Traffic.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

7.0 Direct Trunking Requirements

ISSUE NO. 21

CRICKET PROPOSAL:

- 7.1 WSP shall route Transit Traffic via AT&T-KENTUCKY's Tandem Office Switches, and not at or through any AT&T-KENTUCKY End Offices. When WSP Transit Traffic is routed through AT&T-KENTUCKY's Tandem to a Third Party Terminating Carrier and requires forty-eight (48) or more trunks for three (3) consecutive months, upon AT&T-KENTUCKY's 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-KENTUCKY's request. Once a direct Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-KENTUCKY Tandem to the Third Party Terminating Carrier, unless AT&T-KENTUCKY and WSP mutually agree otherwise.

AT&T PROPOSAL:

- 7.1 WSP shall route Transit Traffic via AT&T-KENTUCKY's Tandem Office Switches, and not at or through any AT&T-KENTUCKY End Offices. When WSP Transit Traffic is routed through AT&T-KENTUCKY's Tandem to a Third Party Terminating Carrier and requires **twenty-four (24)** or more trunks, upon AT&T-KENTUCKY's 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-KENTUCKY's request. Once a Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-KENTUCKY Tandem to the Third Party Terminating Carrier, unless AT&T-KENTUCKY and WSP mutually agree otherwise.

8.0 Transit Traffic Rate Application

ISSUE NO. 14

CRICKET PROPOSAL:

- 8.1 Unless otherwise specified below or in the Transit Traffic Service Appendix Pricing, Transit Traffic Services rates shall be TELRIC-based rates that apply to all Minutes-of-Use ("MOU" or "MOUs"), when WSP sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-KENTUCKY's Tandem Office Switch, where an AT&T-KENTUCKY End User is neither the originating nor the terminating party. WSP agrees to compensate AT&T-KENTUCKY, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Appendix Pricing.

[Draft ICA with each Party's Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

AT&T PROPOSAL:

8.1 Unless otherwise specified below or in the Transit Traffic Service Appendix Pricing, Transit Traffic Services rates apply to all Minutes-of-Use (“MOU” or “MOUs”), when WSP sends Transit Traffic to a Third Party Terminating Carrier’s network through AT&T-KENTUCKY’s Tandem Office Switch, where an AT&T-KENTUCKY End User is neither the originating nor the terminating party. WSP agrees to compensate AT&T-KENTUCKY, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Appendix Pricing.

8.1.1 Transit Rate Elements - the following rate elements apply, (the corresponding rates are specified in Transit Traffic Service Appendix Pricing attached hereto):

8.1.1.1 **AT&T SOUTHEAST REGION 9-STATE**

8.1.1.1.1 Local Intermediary Charge (LIC) - charge for Transit Service on a per MOU basis.

[Draft ICA with each Party’s Proposed Language (03.26.2010)]

AT&T-KENTUCKY proposed language: **bold font**

Cricket proposed language: double underline

Transit Traffic Service Rate - Kentucky										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				
						Rec	Nonrecurring		Nonrecurring Discount	
						First	Add'l	First	Add'l	
TRANSIT										
	Local Intermediary Charge, composite, per MOU - until 6/30/2010					<u>TELRIC-based rate</u> <u>(TBD)</u>				
						0.002				
	Local Intermediary Charge, composite, per MOU - effective 7/1/2010					<u>TELRIC-based rate</u> <u>(TBD)</u>				
						0.003				

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AT&T-KENTUCKY proposed language: **bold font**
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