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WIRELESS INTERCONNECTION AGREEMENT

BETWEEN

RIVIERA TELEPHONE COMPANY, INC.

AND

CRICKET COMMUNICATIONS, INC.

Control No. 39613
Approved: August 3, 2011
Filed by: John Staurulakis, Inc.
Contact: Cindy Neugebauer, cneugebauer@jsitel.com

I. Article I

1. INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective as of the 12th day of July 2011 (the "Effective Date"), by and between Riviera Telephone Company, Inc. ("Riviera") with offices located at 103 South 8th Street, Riviera, TX 78379 and Cricket Communications, Inc. ("Cricket") with offices located at 5887 Copley Drive, San Diego, CA 92111 (individually referred to herein as "Party" or collectively referred to herein as "Parties").

2. RECITALS

WHEREAS, Riviera is an incumbent Local Exchange Carrier in the State of Texas;

WHEREAS, Cricket is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Services ("CMRS") and provides such service to its end user customers within the State of Texas;

WHEREAS, Riviera and Cricket exchange landline-to-wireless or wireless-to-landline traffic between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging such traffic as specified below;

WHEREAS, Riviera's entry into this Agreement does not waive its right to maintain that it is a rural telephone company exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Riviera and Cricket hereby agree as follows:

II. Article II

1.0 DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 “Act” or “Telecommunications Act” means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC.
- 1.2 “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3 “Cell Site” means the location of the radio transmitting and receiving facilities associated with the origination or termination of wireless traffic to a wireless End User.
- 1.4 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
- a. “End Office Switch” is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
 - b. “Remote End Office Switch” is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a Host Office Switch. Local switching capabilities may be resident in a Remote End Office Switch.
 - c. “Host Office Switch” is a switch with centralized control over the functions of one or more Remote Office Switches. A Host Office Switch can serve as an End Office Switch as well as providing services to Remote End Office Switches requiring terminating, signaling, transmission, and related functions including local switching.
 - d. “Tandem Office Switch” is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from an end office to and from an Interexchange Carrier. A Tandem Office Switch can provide host office or end office switching functions as well as the tandem functions. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.5 “Commercial Mobile Radio Services” or “CMRS” means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.
- 1.6 “Commission” means the Public Utility Commission of Texas.

- 1.7 “Extended Area Service” or “EAS” is defined as traffic that originates in one exchange and terminates in another exchange, where the originating and terminating exchanges have an arrangement between them such that non-optional two-way local calling is available. The terms EAS and EAS Exchanges are as defined and specified in Riviera’s then-current Local Exchange Tariff.
- 1.8 “Effective Date” means the date first above written.
- 1.9 “FCC” means the Federal Communications Commission.
- 1.10 “Interconnection” for purposes of this Agreement is as defined in 47 CFR §51.5.
- 1.11 “Interexchange Carrier” or “IXC” means a carrier, other than a CMRS provider (with the exception of certain interexchange services provided by CMRS providers, which are subject to interstate access charges) or LEC that provides or carries, directly or indirectly, InterLATA or IntraLATA Toll Services. For purposes of this Agreement, Riviera and Cricket shall not be considered Interexchange Carriers.
- 1.12 “InterLATA Service” means telecommunications between a point located within a local access and transport area and a point located outside such area.
- 1.13 “IntraLATA Toll Traffic” means those intraLATA station calls that are not defined as Local Telecommunications Traffic in this Agreement.
- 1.14 “ISP” means Internet Service Provider or Enhanced Service Provider.
- 1.15 “Local Access and Transport Area” or “LATA” is as defined in the Act.
- 1.16 “Local Service Area” means, for Cricket, Metropolitan Trading Area (“MTA”) No. 33 (San Antonio) and for Riviera, its local calling area contained in Riviera’s then-current Local Exchange Tariff.
- 1.17 “Local Telecommunications Traffic” is defined for all purposes under this Agreement as Local Service Area traffic that, at the beginning of the call, is originated by a customer of one Party on that Party’s network and terminates to a customer of the other Party on the other Party’s network within the same Major Trading Area (MTA), provided that the service provided by Cricket is a two-way wireless Commercial Mobile Radio Service. Local Telecommunications Traffic that is routed through a third-party transiting carrier pursuant to an approved interconnection agreement or interim arrangement pursuant to 47 C.F.R. 51.715 between the originating Party and such third-party carrier shall be covered under this Agreement. For purposes of determining originating and terminating points, the originating or terminating point for Riviera shall be the end office serving the calling or called party, and for Cricket shall be the originating or terminating Cell Site location which serves the calling or called party at the beginning of the call. Traffic bound for an ISP shall not be considered Local Telecommunications Traffic.

- 1.18 "Local Exchange Carrier" or "LEC" is as defined in the Act.
- 1.19 "Major Trading Area" or "MTA" means Major Trading Area as designated by the FCC which is the service area based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. Part 24.202(a) or other applicable law.
- 1.20 "Mobile Switching Center" or "MSC" is a switching facility that performs the switching for the routing of calls among mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to connect and switch trunk circuits within the wireless network and between the wireless network and the public switched network for wireless traffic by a CMRS provider.
- 1.21 "Non-Local Telecommunications Traffic" – Traffic that, at the beginning of the call, is originated by a customer on the network of one Party in one MTA and terminates to a customer on the network of the other Party in a different MTA.
- 1.22 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed (i.e., NPA/NXX-XXXX).
- 1.23 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.24 "Party" means either Riviera or Cricket, and "Parties" means Riviera and Cricket.
- 1.25 "Point of Interconnection" ("POI") means a technically feasible point of demarcation within Riviera's network as mutually agreed by the Parties where the exchange of Local Telecommunications Traffic between the Parties takes place.
- 1.26 "Rate Center" means the specific geographic point and corresponding geographic area that is associated with one or more NPA/NXX codes that have been assigned to an incumbent LEC for its provision of exchange services.
- 1.27 "Reciprocal Compensation" means an arrangement between two carriers in which each receives compensation from the other carrier for the Transport and Termination on each carrier's network of Local Telecommunications Traffic, as that term is defined in Section 1.17 above that originates on the network facilities of the other carrier.
- 1.28 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received as described in the Telecommunications Act, 47 U.S.C. § 153(43).
- 1.29 "Telecommunications Carrier" means any provider of telecommunications services (as defined in the Act), except that such term does not include

aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).

- 1.30 "Termination" means the switching of Local Telecommunications Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.31 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic from the Point of Interconnection between the two Parties to the terminating Party's End Office Switch that directly serves the called party, or equivalent switching facility provided by Cricket.
- 1.32 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A type 1 Service is offered in connection with the provision of telephone numbers hosted by a Riviera switch.
- 1.33 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office switch (Type 2-B) or a tandem switch (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

- 3.1 This Agreement is intended, *inter alia*, to describe and enable specific direct and indirect Interconnection and Reciprocal Compensation arrangements between the Parties for the exchange of Local Telecommunications Traffic as defined herein between Riviera's landline customers and Cricket's CMRS customers. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of Cricket and the ILEC network of Riviera for purposes of exchanging Local Service Area traffic, provided that the service provided by Cricket to its customer is a two-way wireless Commercial Mobile Radio Service as defined in 47 U.S.C. §153(27). This Agreement does

not cover Cricket's one-way paging service traffic or fixed wireless service, if any. Cricket does not currently provide fixed wireless services. Cricket agrees that it will provide Riviera's prior notice of its intent to launch fixed wireless services. Upon Riviera's receipt of such notice, the Parties agree to negotiate an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic.

- 3.3 Cricket represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 33 (San Antonio). Cricket's NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") 0822, 561D, and 468D in the State of Texas.
- 3.4 This Agreement is limited to Riviera's end user customers' traffic for which Riviera has tariff authority to carry. Riviera's NPA/NXX(s) are listed in the LERG under OCN 2134.
- 3.5 This Agreement does not address traffic that is exchanged through an Interexchange Carrier ("IXC").
- 3.6 Cricket may order facilities from Riviera for delivery of EAS traffic directly to Cricket. If Cricket orders such facilities, the Parties agree that the NPA/NXX(s) assigned to Cricket shall be included in any EAS calling scope to the same extent as any other incumbent LEC's NPA/NXX with the same Rate Center designation provided that Cricket assigns numbers from such NPA/NXX(s) to customers that are within the Local Service Area of Riviera.
- 3.7 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4.0 SERVICE AGREEMENT

Description of Arrangements: This Agreement provides for the following interconnection and arrangements between the networks of Riviera and Cricket. Additional arrangements that may be agreed to in the future will be delineated in Attachment A to this Agreement. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure or due to overflow traffic conditions. Direct interconnection will be undertaken as agreed to by both Parties below.

- 4.1 Type 2-B Interconnection at Tatum's End Office Switch: Under this Agreement, a Type 2-B two-way interconnection trunk group (Type 2-B Service) must be provided and provisioned between Riviera's End Office Switch in the Riviera Exchange and Cricket's point of presence in the Riviera Exchange, with the POI designated at Riviera's End Office Switch in the Riviera Exchange. This trunk group is provisioned in connection with Cricket's NPA/NXX(s) rate centered at exchange(s) served by Riviera's End Office Switch or Rate Centers within Riviera's EAS calling scope, as those NPA/NXX(s) are listed in the LERG. Cricket may obtain trunking from Riviera for the Type 2-B interconnection trunk

group into the End Office Switch in the Riviera Exchange or Cricket may obtain trunking from a third-party provider to interconnection with the Riviera End Office Switch. Should Cricket obtain trunking from Riviera, applicable tariff charges for establishing and provisioning of this trunk group will be billed by Riviera to Cricket as described in § 5.3.4 below.

1. Landline-to-Wireless:

Local Telecommunications Traffic from Riviera's landline customers to Cricket wireless customers shall be routed from Riviera's Host Office Switch in the Riviera Exchange to Cricket via the two-way Type 2-B direct trunk group.

2. Wireless-to-Landline:

Local Service Area calls originated by Cricket's wireless customers within MTA No. 33 (San Antonio) or the wireless customers of another CMRS provider that has entered into roaming arrangement with Cricket, while roaming on Cricket's wireless network, to Riviera's landline customers shall be routed from Cricket's network via the two-way Type 2-B direct trunk group. Markets served by multiple MSCs will still experience indirect traffic unless direct trunking has been built between each location.

4.2 Indirect Traffic: To the extent that Cricket and other area LECs have entered into or may enter into contractual arrangements for the exchange of wireless traffic between Cricket's end users and Riviera's end users (i.e. traffic that is not covered elsewhere in this Agreement), the Parties will accept such traffic subject to the intercarrier compensation arrangements as outlined in Section 5 below.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Telecommunications Traffic as defined in Section 1.17. For the purposes of billing compensation for Local Telecommunications Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided to the Parties by the transiting LEC or as measured directly by the terminating Party. To the extent that either Party cannot measure the traffic, traffic factors shall be used as referenced in Section 5.3. The Parties acknowledge that Cricket currently cannot measure traffic based on cell site sectors. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Telecommunications Traffic shall be based on the aggregated measured usage less Non-Local Telecommunications Traffic.

The rate for Reciprocal Compensation is listed in **Appendix A**.

The Parties agree to bill each other for Local Telecommunications Traffic as described in this Agreement unless the Local Telecommunications Traffic exchanged between the Parties falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Telecommunications Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Local Telecommunications 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 suspend billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to suspend billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above, which shall be incorporated into this Agreement or a successor agreement. As such, these two points have been negotiated as one interrelated term containing specific rates and conditions and they are non-separable for purposes of Section 16, hereof.

5.2 Traffic Subject to Switched Access Compensation.

Parties agree that some traffic rated and recorded as Local Telecommunications Traffic may originate or terminate in another MTA, and therefore is Non-Local Telecommunications Traffic and subject to Switched Access Compensation as outlined herein.

Cricket shall pay to Riviera Switched Access Compensation for all Non-Local Telecommunications Traffic originated or terminated by Riviera, to the extent that such traffic is not handed off to an IXC. Cricket shall compensate Riviera at Riviera's applicable Switched Access tariff rates (i.e., either interstate or intrastate) for all such Non-Local Telecommunications Traffic either originated or terminated by Riviera.

5.3 Calculation of Payments and Billing.

1. Riviera shall compensate Cricket for Local Telecommunications Traffic that is delivered by Riviera to Cricket, as prescribed in Section 4 and in Attachment A, as applicable, and at the rate provided in Section 5.1. Cricket will compensate Riviera for Local Telecommunications Traffic delivered to Riviera for termination to its customers, as prescribed in Section 4, and in Attachment A, as applicable and at the rate provided in Section 5.1; for Non-Local Telecommunications Traffic exchanged between Cricket and Riviera, as prescribed and at the rates provided in Section 5.2. For purposes of providing

an example of the calculation of payments and billing under this Agreement, the Parties have agreed to utilize the payment calculation methodology outlined in Appendix B.

2. Cricket shall prepare a monthly billing statement to Riviera, reflecting the calculation of Reciprocal Compensation due Cricket. Riviera shall prepare a monthly billing statement to Cricket, which will separately reflect the calculation of Reciprocal Compensation, Switched Access Compensation, and total compensation due Riviera.
3. Recognizing that Riviera has no way of measuring the Non-Local Telecommunications Traffic due to the mobility of Cricket's customers, in the event that Cricket does not track the usage information or perform periodic (quarterly or semi-annual) traffic studies to identify the Non-Local Telecommunications Traffic originated or terminated by Riviera, Parties agree to apply a default factors of zero percent (0%) to all wireless-to-landline traffic and ten percent (10%) for all landline-to-wireless exchanged between the Parties to determine the minutes of use to be billed as Non-Local Telecommunications Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.
4. Where direct interconnection facilities are used for traffic exchanged between the Parties, the charges for such facilities provided by Riviera shall be shared based on each Party's proportion of originating traffic to total traffic exchanged between the Parties via the interconnection facility, in accordance with this Agreement. If actual usage data is not available in order to determine the amount of traffic exchanged between the Parties, then an estimated percentage of originating traffic to total traffic will be used. This estimated percentage is referred to as the Traffic Factor. The interim Traffic Factor is listed in **Appendix A** of this Agreement. The charges for such facilities, excluding cost of new construction (if any), provided and billed by Riviera shall be reduced by applying the Traffic Factor to the total facility charge to derive charges for the portion of the facility that Cricket is obligated to pay to Riviera. The Parties agree to modify the interim Traffic Factor in Appendix A based on actual traffic exchanged between the Parties for the first full three months of billing data, after the Effective Date. The Parties will true up back to the Effective Date their payments under this Agreement to reflect the actual Traffic Factor. The Parties agree to review these Traffic Factor percentages on a periodic basis and modify the Traffic Factor accordingly on a going-forward basis. Riviera shall route all traffic for which it owes compensation under this Agreement directly to Cricket via the Type 2-B interconnection facility described in Section 4.1. Cricket may route all traffic for which it owes compensation under this Agreement directly to Riviera via the Type 2-B interconnection facility described in Section 4.1, or indirectly, as described in Section 4.2. Such traffic shall be the traffic on which all Traffic Factors developed under this Agreement shall be determined.

5. Once each year, each Party may request with prior written notice to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to obtain copies thereof provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

The Party receiving such change notice may object in writing within ten (10) business days of receipt if the proposed network change will significantly impair the receiving Party from offering a service currently offered or substantially increase the receiving Party's cost of offering such service. Such objection shall be handled pursuant to Section 18.1 of this Agreement. Neither Party shall discontinue any Interconnection arrangement or telecommunications service provided or required under this Agreement as of the date of the network change notice prior to conclusion of the procedures set forth in Section 18.1.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. All interconnection facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. All two-way trunk facilities will be engineered to a P.01 grade of service. (The technical reference for DS1 facilities is Telcordia TR-NWT-000499. The technical reference for trunking facilities is Telcordia TR-NPL-000145.)

- 7.1 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. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

- 7.4 SS7 Out-of-Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third-party provider of SS7 trunks for connecting Cricket to the Riviera SS7 systems is permitted. Such connections will meet generally accepted industry technical standards.
- 7.5 Each Party shall be responsible for its own independent connections to the 911/E911 network.

8.0 TERM AND TERMINATION AND BILLING DISPUTES

- 8.1 Subject to the provisions of Sections 14, the initial term of this Agreement shall be for one-year ("Term"), which shall commence on the Effective Date. This Agreement shall continue in force and effect thereafter, on a month-to-month basis, until replaced by another agreement or terminated by either Party upon sixty (60) days written notice to the other.
- 8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts in accordance with the procedures for dispute resolution as provided in Section 18 of this Agreement. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for a settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (a) 8% per annum or (b) the highest rate of interest that may be charged under Texas' applicable law within thirty (30) days of resolution.
 2. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (a) 8% per annum or (b) the highest rate of interest that may be charged under Texas' applicable law.
 3. Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party. Nonpayment of undisputed amounts shall be an event of default.
 4. Invoices shall be sent to:

Cricket Communications, Inc.	Riviera Telephone Company, Inc.
Cricket Communications, Inc. Attn: Cricket Communications c/o TEOCO Corporation 12150 Monument Drive Suite 700 Fairfax, VA 22033 cricketxtrak@teoco.com	Riviera Telephone Company, Inc. Attn: Briseida Mendoza P.O. Box 997 Riviera, Texas 78379

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

1. Each Party shall comply immediately with its obligations as set forth above;
2. Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and
3. Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The non-defaulting Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

8.5 The Parties shall work cooperatively to ensure that there are no outstanding balances for the exchange of traffic prior to the Effective Date.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

10.3 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable

for any reason, such invalidity or unenforceability will affect only the portion of this Agreement, which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

1. damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
2. claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
3. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that imposes any material additional obligation on the other Party without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

1. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
2. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election

may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

3. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with the other Party, except in the case of gross negligence or willful misconduct.

12.3 Except as otherwise provided in Section 11.0, no Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

14.1 The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event

the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

- 14.2 The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

15.0 CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

16.0 INTENTIONALLY LEFT BLANK

17.0 MISCELLANEOUS

17.1 Authorization

1. Riviera Telephone Company, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.
2. Cricket Communications, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and authorized to do business in the State of Texas, has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

- 17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

17.3 Independent Contractors. Neither this Agreement, nor any actions taken by Cricket or Riviera in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by Cricket or Riviera in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Cricket and Riviera end users or others.

17.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure not caused by a Party's fault or negligence, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition as soon as reasonably possible. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17.5 Confidentiality.

1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party

shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 17.5.2 of this Agreement.

2. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief, which such Disclosing Party chooses to obtain.

3. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public. Each Party agrees that the breach of this Confidentiality Agreement may entitle the injured Party to seek equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies permitted under this Agreement.

17.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Texas without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations and shall be reduced to writing.

17.7 Taxes. The Parties shall comply with all federal, state, and local tax laws applicable to transactions occurring under this Agreement. Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon

such Party. The Providing Party will separately state all taxable and nontaxable charges on the original invoice for goods or services provided under this Agreement. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

17.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17.9 Non-Waiver. 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.

17.10 Notices.

1. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express delivery service; or (c) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To: Cricket Communications, Inc.	To: Riviera Telephone Company, Inc.
Cricket Communications, Inc. Attn: Legal Department 5887 Copley Drive San Diego, CA 92111 With Copy to: Procurement Same Address as Above	Riviera Telephone Company, Inc. Attn: Bill Colston, Jr. 103 South 8th Street Riviera, Texas 78379

Or to such other address as either Party shall designate by proper written notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

2. In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other network arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

For Riviera:

NOC/Repair Contact Number: (361) 296-3232
(877) 296-3232

For Cricket:

NOC/Repair Center: (866) 688-6058

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

- 17.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 17.12 Joint Work Product. 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. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 17.13 No Third Party Beneficiaries; Disclaimer of Agency. 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. 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, in the name of, 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.

- 17.14 No License. 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.
- 17.15 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
- 17.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and 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. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by an amendment in writing and executed by an authorized officer or duly authorized employee of each Party.

18.0 DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, 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.

Attachment A

Reserved For Future Use

Appendix A

1.0 Reciprocal Compensation

The rate for Reciprocal Compensation is \$0.022 per minute of use for indirect traffic.

The rate for Reciprocal Compensation is \$0.015 per minute for use for direct traffic.

2.0 Shared Facilities and Traffic Factor

- a) Landline-to-Wireless - 2%
- b) Wireless-to-Landline - 98%

Appendix B

Example of Inter-carrier Compensation Calculations:

Abbreviations:

Actual Wireless-to-Landline Traffic – WTL Traffic
Actual Landline-to-Wireless Traffic – LTW Traffic
Assumed Wireless-to-Landline Non-Local Telecommunications Traffic Factor – WTL MTA Factor
Assumed Landline-to-Wireless Non-Local Telecommunications Traffic Factor – LTW MTA Factor
Non-Local Telecommunications Traffic Terminating to Riviera – Term. Non-Local
Non-Local Telecommunications Traffic Originating from Riviera – Orig. Non-Local
Reciprocal Compensation Rate – RC Rate
Tariffed Interstate/Intrastate Originating Switched Access Rate – Orig. SWA Rate
Tariffed Interstate/Intrastate Terminating Switched Access Rate – Term. SWA Rate
Tariffed Interstate Special Access Facility Charge – SAF Charge
Assumed Wireless-to-Landline Local Telecommunications Traffic – WTL Local Traffic
Assumed Landline-to-Wireless Local Telecommunications Traffic – LTW Local Traffic

Riviera Calculations:

- $WTL\ Traffic \times WTL\ MTA\ Factor = Term.\ Non-Local$
- $Term.\ Non-Local \times Term.\ SWA\ Rate = Terminating\ Switched\ Access\ Compensation\ due\ Riviera$
- $LTW\ Traffic^1 \times LTW\ MTA\ Factor = Orig.\ Non-Local$
- $Orig.\ Non-Local \times Orig.\ SWA\ Rate = Originating\ Switched\ Access\ Compensation\ due\ Riviera$
- $WTL\ Traffic - Term.\ Non-Local = WTL\ Local\ Traffic$
- $LTW\ Traffic - Orig.\ Non-Local = LTW\ Local\ Traffic$
- $WTL\ Local\ Traffic \times RC\ Rate = Terminating\ Reciprocal\ Compensation\ due\ Riviera$
- $Orig.\ Non-Local \times RC\ Rate = Terminating\ Reciprocal\ Compensation\ refund\ due\ Riviera^2$
- $SAF\ Charge \times WTL\ Factor = Special\ Access\ Compensation\ due\ Riviera$
- $Terminating\ Switched\ Access\ due\ Riviera + Originating\ Switched\ Access\ due\ Riviera + Terminating\ Reciprocal\ Compensation\ due\ Riviera + Terminating\ Reciprocal\ Compensation\ refund\ due\ Riviera + Special\ Access\ Compensation\ due\ Riviera = Total\ Bill\ Generated\ by\ Riviera$

¹ As reported on Cricket Communications, Inc.'s previous monthly bill to Riviera Telephone Company, Inc.

² Previous month's Non-Local Telecommunications Traffic billed by Cricket Communications, Inc. as Local Telecommunications Traffic.

Cricket Calculations:

- $LTW \text{ Traffic} * RC = \text{Terminating Reciprocal Compensation due Cricket}$
- $\text{Terminating Reciprocal Compensation due Cricket} = \text{Total Bill Generated by Cricket}$