

AMENDMENT**BETWEEN**

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC 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 WHOLESAL, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN

AND**SPOK, INC.**

Signature: eSigned - Sharon Woods

Signature: eSigned - Kristen Shore

Name: eSigned - Sharon Woods
 (Print or Type)

Name: eSigned - Kristen Shore
 (Print or Type)

Title: Corporate Secretary and Treasurer
 (Print or Type)

Title: AVP Regulatory
 (Print or Type)

Date: 03 May 2021

Date: 05 May 2021

Spok, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE, Illinois Bell Telephone Company, LLC 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, Southwestern Bell Telephone Company d/b/a AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA and AT&T TEXAS, Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN by AT&T Services, Inc., its authorized agent

State	OCN
ALABAMA	6521,6630
ARKANSAS	6521,6630
CALIFORNIA	6521,6630
FLORIDA	6521,6630
GEORGIA	6521,6630
ILLINOIS	6521,6630
INDIANA	6521,6630
KANSAS	6521,6630
KENTUCKY	6521,6630
LOUISIANA	6521,6630
MICHIGAN	6521,6630
MISSISSIPPI	6521,6630
MISSOURI	6521,6630
NEVADA	6521,6630

NORTH CAROLINA	6521,6630
OHIO	6521,6630
OKLAHOMA	6521,6630
SOUTH CAROLINA	6521,6630
TENNESSEE	6521,6630
TEXAS	6521,6630
WISCONSIN	6521,6630

Description	ACNA Code(s)
ACNA(s)	RHA,MRZ

**AMENDMENT TO THE AGREEMENT
BETWEEN**

USA MOBILITY WIRELESS, INC.

AND

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE, ILLINOIS BELL TELEPHONE COMPANY, LLC
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, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T
KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, WISCONSIN BELL, INC. D/B/A
AT&T WISCONSIN**

This Amendment (the “Amendment”) amends the Agreement(s) by and between AT&T and Carrier as shown in the attached Exhibit A.

WHEREAS, AT&T and Carrier are Parties to the Agreement(s) as shown in the attached Exhibit A,

WHEREAS, USA Mobility Wireless, Inc. has changed its name to “Spok, Inc.”, and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and certain immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties hereby agree to add the following “Partner Deliver Service Arrangement” terms to the Section entitled “Interconnection” in the Agreement:
 - 3.1 Partner Delivery Service Arrangements for One-Way Traffic from AT&T to Carrier
 - 3.1.1 Notwithstanding any language in this Agreement regarding Interconnection to the contrary, Carrier may subcontract its Interconnection obligations for receipt of traffic from AT&T to a Third Party CLEC (hereinafter referred to as “Partner Delivery Service Arrangements”) as follows:
 - 3.1.2 Carrier shall provide Notice in accordance with the Notice provisions of the General Terms and Conditions of this Agreement whenever it establishes or terminates a Partner Delivery Service Arrangement. AT&T shall have a reasonable transition time to establish or terminate a connection to a Third Party CLEC once Carrier provides Notice.
 - 3.1.3 Carrier retains its obligation to abide by all terms and conditions of this Agreement and is responsible for its subcontractor Third Party CLECs’ performance of Carrier’s obligations under this Agreement.
 - 3.1.4 Carrier must update the NPA-NXXs in the LERG for traffic it desires AT&T to terminate to Carrier’s Third Party CLEC. The POI in cases where the Carrier utilizes Partner Delivery Service Arrangements with AT&T shall be that of the Carrier or the Third Party CLEC.

- 3.1.5 Carrier acknowledges that AT&T will only transmit one-way traffic to Carrier through the Third Party CLEC in a Time Division Multiplexing (TDM) format compatible with AT&T's network. For matters related to the jurisdiction of traffic, all traffic sent over Third Party CLEC interconnection trunks shall be treated as wireline traffic.
- 3.1.6 The Parties agree that traffic sent to Carrier under this Section will be subject to bill and keep for purposes of intercarrier compensation. Under a bill and keep compensation arrangement, each Party retains the revenues it receives from its End Users and neither Party pays the other Party for the services provided.
- 3.1.7 Neither Carrier nor AT&T intend to expose AT&T to any Third-Party charges based on Carrier's election to implement a Partner Delivery Service Arrangement when AT&T sends traffic to Carrier via a Third-Party's network. Should Third-Party impose any charge upon AT&T based on Carrier's election to implement a Partner Delivery Service Arrangement, then Carrier shall be financially responsible for any such Third Party charges.
3. The Agreement is hereby amended to reflect the name change from "USA Mobility Wireless, Inc." to "Spok, Inc.".
4. AT&T shall reflect that name change from "USA Mobility Wireless, Inc." to "Spok, Inc." only for the main billing account (header card) for each of the accounts previously billed to USA Mobility Wireless. AT&T shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Spok affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by USA Mobility Wireless with AT&T for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
5. Once this Amendment is effective, Spok shall operate with AT&T under the "Spok, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under Spok, and labeling (including re-labeling) equipment and facilities with Spok. Any change in CARRIER's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CARRIER's name is changing, and no CARRIER Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a CARRIER Name Change under this Section. For any CARRIER Name Change, CARRIER is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CARRIER must submit the appropriate service request to AT&T to update CARRIER's name on all applicable billing accounts (BANs), and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
6. The Parties hereby agree to add the following Section entitled "Insurance" to the Agreement:

INS.0 Insurance

INS.1 At all times during the term of this Agreement, Carrier 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:

INS.1.1 With respect to Carrier's performance under this Agreement, and in addition to Carrier's obligation to indemnify, Carrier shall at its sole cost and expense:

INS.1.1.1 maintain the insurance coverage and limits required by this Section INS.0 and any additional insurance and/or bonds required by law:

INS.1.1.1.1 at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later;

INS.1.1.1.2 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;

INS 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 13.0 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:

INS 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, Carrier may procure insurance from the state fund of the state where work is to be performed; and

INS 1.1.4 deliver to AT&T-21STATE certificates of insurance stating the types of insurance and policy limits upon written request by AT&T. Carrier, or its issuing insurance company, shall provide at least thirty (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T-21STATE. Upon AT&T's request, Carrier shall deliver such certificates, and copy the AT&T Notices Manager herein:

INS.1.1.4.1 prior to implementation of this Agreement and prior to commencement of any work;

INS.1.1.4.2 prior to submitting any ASRs and/or any other service requests; and

INS.1.1.4.3 prior to expiration of any insurance policy required in this Section 13.0; and

INS.1.1.4.4 within thirty (30) days of AT&T-21STATE request; and

INS.1.1.4.5 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 is Agreement, whichever is later.

INS.1.2 The Parties agree:

INS.1.2.1 the failure of AT&T-21STATE to demand such certificate of insurance or failure of AT&T-21STATE to identify a deficiency will not be construed as a waiver of Carrier's obligation to maintain the insurance required under this Agreement;

INS.1.2.2 that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Carrier, nor be deemed as a limitation on Carrier's liability to AT&T-21STATE in this Agreement;

INS.1.2.3 Carrier may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and

INS.1.2.4 Carrier is responsible for any deductible or self-insured retention.

INS.2 The insurance coverage required by this Section INS.0 includes:

INS.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:

INS.2.1.1 \$500,000 for Bodily Injury – each accident; and

INS.2.1.2 \$500,000 for Bodily Injury by disease – policy limits; and

INS.2.1.3 \$500,000 for Bodily Injury by disease – each employee.

INS2.1.4 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T-21STATE, its Affiliates, and their directors, officers and employees.

- INS.2.2 In states where Workers' Compensation insurance is a monopolistic state-run system, Carrier shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
- INS.2.3 Commercial General Liability insurance written on Insurance Services 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:
- INS.2.3.1 \$2,000,000 General Aggregate limit; and
- INS.2.3.2 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and
- INS.2.3.3 \$1,000,000 each occurrence limit for Personal Injury.
- INS.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.

INS.3 This Section INS.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. The Parties hereby agree to add the following Section entitled "Subcontractors" to the Agreement:

SUB.0 Subcontractors

SUB.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.

SUB.2 Each Party will be solely responsible for payments due that Party's subcontractors.

SUB.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

SUB.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.

SUB.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

8. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.

9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any

orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
12. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
13. For Alabama, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission. For Arkansas: This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. For Ohio: Based on the Public Utilities Commission of Ohio Rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. For California: Pursuant to Resolution ALJ 257, this filing will become effective, absent rejection of the Advice Letter by the Commission, upon thirty (30) days after the filing date of the Advice Letter to which this Amendment is appended. For Wisconsin: Pursuant to Wisconsin Statute § 196.40, this Amendment shall become effective ten (10) days after the mailing date of the final order approving this Amendment.

EXHIBIT A

AT&T ILEC (“AT&T”)	Carrier Former Legal Name	Carrier New Legal Name (“Carrier”)	Contract Type	Approval Date
Southwestern Bell Telephone Company d/b/a AT&T Arkansas	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	2/16/2007
Pacific Bell Telephone Company d/b/a AT&T CALIFORNIA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	2/15/2007
Illinois Bell Telephone Company, LLC d/b/a AT&T ILLINOIS (Previously referred to as Illinois Bell Telephone Company d/b/a AT&T ILLINOIS)	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	3/21/2007
Indiana Bell Telephone Company Incorporated d/b/a AT&T INDIANA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	2/16/2007
Southwestern Bell Telephone Company d/b/a AT&T KANSAS	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	4/5/2007
Michigan Bell Telephone Company d/b/a AT&T MICHIGAN	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	3/21/2007
Southwestern Bell Telephone Company d/b/a AT&T MISSOURI	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	3/12/2007
Nevada Bell Telephone Company d/b/a AT&T NEVADA and AT&T Wholesale	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	3/26/2007
The Ohio Bell Telephone Company d/b/a AT&T Ohio	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	4/4/2007
Southwestern Bell Telephone Company d/b/a AT&T Oklahoma	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	5/11/2007

Southwestern Bell Telephone Company d/b/a AT&T TEXAS	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	1/24/2007
Wisconsin Bell, Inc. d/b/a AT&T WISCONSIN	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	1/22/2007
BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T FLORIDA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T GEORGIA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T LOUISIANA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T MISSISSIPPI	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T NORTH CAROLINA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005
BellSouth Telecommunications, LLC d/b/a AT&T TENNESSEE	USA Mobility Wireless, Inc.	Spok, Inc.	One-Way Paging Interconnection	Effective 12/15/2005