



## AUTHORIZED RETAILER AGREEMENT (CRICKET PAYGO)

THIS AUTHORIZED RETAILER AGREEMENT (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between ALLEET LLC, a North Carolina limited liability company (“**ALLEET**”), and \_\_\_\_\_ (“**Retailer**”) with location at \_\_\_\_\_.

### **BACKGROUND**

- A. CRICKET PAYGO (“Leap Wireless, Inc.”) has designated ALLEET as a national distribution agent with respect to the distribution of CRICKET PAYGO Products (as hereinafter defined).
- B. RETAILER wishes to purchase from ALLEET; Handsets, Accessories and Top-Up Cards for sale to Consumers in Stores for use with the Services (as such terms are hereinafter defined), subject to and in accordance with the terms and conditions set forth in this Agreement.
- C. ALLEET desires to sell Products to RETAILER on the terms and conditions contained in the Agreement. NOW, THEREFORE, and in consideration of the above premises and the covenants, terms and conditions of this Addendum, the parties agree as follows:

### **AGREEMENT**

#### **1. Definitions.**

“**ACCESSORIES**” means accessories relating to Handsets ALLEET may offer for sale to Retailer from time to time pursuant to the Agreement and this Addendum.

“**BASE SRP**” shall mean the suggested retail price or SRP of the Handset, without any consideration of the Promotional Discount.

“**CONSUMERS**” means Subscribers of the Product that subscribe to and actively use the Services by using the Handsets.

“**ePIN**” means a PIN that is provided on an electronic basis.

“**HANDSETS**” means CRICKET PAYGO-branded mobile handsets available to Retailer for resale to consumers.

“**MAP**” shall mean the minimum advertised priced that any retailer may sell the Handsets, without any consideration of the Promotional Discount.

“**PRODUCTS**” means the Handsets, Accessories, PINs and Top-Up Cards ALLEET may offer for sale to Retailer from time to time pursuant to the Agreement and this Addendum.

“**PROMOTIONAL DISCOUNT**” means the point-of-sale discount on the Handset as offered by CRICKET PAYGO and ALLEET.

“**SERVICES**” means mobile voice and data services in the United States using the “CRICKET PAYGO” brand and Sprint PCS’s wireless telecommunications networks.

“**TOP-UP CARDS**” means pre-paid airtime cards with personal identification numbers for use with the Services that ALLEET may offer for sale to Retailer from time to time pursuant to this Agreement.

“**QUALIFYING HANDSET ACCOUNT**” means any wireless telecommunications account activated with CRICKET PAYGO for a Handset that was originally purchased in a Store, net of (i) Handset returns; (ii) any wireless service account established with CRICKET PAYGO by an individual for a Handset which was originally purchased in a Store but which wireless service account was previously activated with CRICKET PAYGO and was subsequently re-activated with CRICKET PAYGO and (iii) any wireless service account established with CRICKET PAYGO by an individual for a Handset which was originally purchased in a Store but which was transferred to such individual from another individual through a CRICKET PAYGO Handset transfer program such as the “pass it on” program or any similar Handset transfer program. Notwithstanding the foregoing, Retailer shall only be entitled to Handset Support Funds solely to the extent that the Qualifying Handset Account shall have been activated within thirty (30) days of the date of purchase in the Store and the individual shall have added at least twenty dollars (\$15.00) in top-up within the first thirty (30) days from the date of activation. The determination of the number of Handsets sold by the Stores and activated by Customers shall be based solely on CRICKET PAYGO’s activation reports.

**2. Special Terms.** Retailer agrees to comply with the following special terms:

**2.1 Product Terms.** The list of prices for Products and the terms and conditions of the Handset support program is attached as **Attachment 1**.

**2.2 Store Distribution.** Retailer is approved to sell Products solely within Stores and solely to Consumers, subject to and in accordance with the terms and conditions of this Agreement. Without limiting the foregoing and for the avoidance of doubt, Retailer shall not directly or indirectly promote, market or otherwise offer or distribute the Products to any other retail stores or locations that have not been approved in advance and in writing by ALLEET. Retailer agrees it shall not sell more than five (5) Handsets to any one (1) Consumer.

**2.3 Marketing of Products.** Retailer shall offer for sale at least one (1) of the different models of Handsets offered by CRICKET PAYGO, PINs of all available denominations and/or Top-Up Cards of all available denominations. Retailer will provide ALLEET, at no additional cost, with prominent positioning in the Stores. Retailer must maintain commercially reasonable inventory levels of Handsets and Top-Up Cards per Store to meet consumer demand. Such positioning shall include prominent wall space, end cap and freestanding displays.

**2.4 Transshipping.** Transshipping of any CRICKET PAYGO product is forbidden. Any Retailer that is found to be shipping product outside of the designated selling area that retailers business is located, will be considered Transshipping. For every handset Transshipped and not activated on the CRICKET PAYGO system, Retailer agrees to pay ALLEET a sum of eighty-five (\$85) per handset for every handset that was transshipped. The generalized selling area is the immediate telephone area code that the business engages in. Retailer further acknowledges that it will not sell any handsets via the Internet. Retailer acknowledges that selling handsets via the Internet will be treated as a transshipping violation.

**2.5 Promotional Credits.** For the avoidance of doubt, in no event shall any rebates or promotional offers offered directly by CRICKET PAYGO to Consumers constitute an adjustment in the BASE SRP. Any Promotional Discount offered on the Handsets by CRICKET PAYGO that occurs at the Stores' point of sale will be funded by CRICKET PAYGO through ALLEET's issuance of a credit memorandum to Retailer. ALLEET shall issue a credit memorandum as soon as practicable following ALLEET's receipt of such supporting documentation confirming the activation of Applicable Handsets. ALLEET shall be entitled to apply the credit memorandum to open invoices as determined by ALLEET. Retailer shall not be entitled to receive any Promotional Discounts with respect to any Handsets that are not activated by Consumers during the applicable promotional offer time period.

**2.6 Returns.** Retailer may return Products only as provided in the warranty, if any, provided by the manufacturer of the Products (if applicable), only as is consistent with CRICKET PAYGO's and ALLEET's current returns policies. CRICKET PAYGO's current returns policy is attached hereto as **Attachment 2**. CRICKET PAYGO and ALLEET may modify such return policies from time to time their sole and absolute discretion. Retailer must obtain a valid Return Material Authorization ("**RMA**") number from ALLEET for all returns. Retailer shall include a complete and accurate list of all ESNs with each request for an RMA and with each shipment of returned Products. Retailer must provide ALLEET with a copy of a valid proof of purchase by the end-user. Retailer shall pay all costs and bear all risks of loss when returning Products to ALLEET. Retailer shall only be entitled to receive a credit for a Product that is returned with a complete Product kit. Retailer shall reimburse ALLEET for any freight, insurance and storage costs that ALLEET incurs with respect to the unauthorized return of Products.

**2.7 Use of Trademarks; Advertising and Business Practices.** Retailer understands and agrees that all service marks, trademarks, trade names and logos utilized by Cricket (collectively the "Marks"), whether registered or not, including, without limitation, the right to use or display the Marks, are the exclusive property of Cricket and may be used by Retailer only with written consent of Cricket and strictly according to logo guidelines specified in the Cricket Indirect Marketing Policies and Procedures manual, or elsewhere, as may be amended from time to time by Cricket. **In no event may Retailer use the names "Cricket" or "Cricket Communications" as any part of Retailers names or dba names including but not limited to any part of this Agreement, any other agreement Retailer may enter into, Retailers' federal, state or local registration(s) or licensing, insurance coverage or advertising, including but not limited to radio, television, print media, the World Wide Web, the internet or web domain names.** All of the Retailer's advertising and promotion must be completely factual. Retailer shall not use any business or advertising practice that may be injurious to the business of CRICKET PAYGO or ALLEET.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth below written.

**RETAILER:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ALLEET LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT 1  
ADDENDUM TO AUTHORIZED RETAILER AGREEMENT  
(CRICKET PAYGO)**

**PRICING AND HANDSET SUPPORT PROGRAM  
EFFECTIVE – March 22, 2010**

The BASE SRP's for Handsets will be determined by CRICKET PAYGO and are subject to change at any time without notice.

PHONE	SKU	Suggested Retail	MAP (minimum)	Cost Each	Case Price
Cricket S1300	PHCR-1300	\$19.99	\$19.99	\$12.00	\$48.00 / 4pk
Cricket A200 Camera	PHCR-A200	\$49.99	\$39.99	\$36.00	\$108.00 / 3pk
Cricket TXTM8 (Qwerty KB + Camera)	PHCR-TXTM8	\$99.99	\$79.99	\$70.00	\$140.00
CARDS	SKU	Suggested Retail	MAP (minimum)	Cost Each	Pack Price (10cards)
\$15 Top-up	HCCR-15	\$15.00	\$15.00	\$14.00	\$138.00

**NOTE:** The foregoing prices are subject to change at any time without notice.



**ALLEET PROTRANS IP or ALLEET PROTRANS**

A POSA TERMINAL IS AVAILABLE FOR THE DISPENSING OF THE CRICKET PAYGO TOP-UP MINUTES.

Initials \_\_\_\_\_ / \_\_\_\_\_



ATTACHMENT 2
ADDENDUM TO AUTHORIZED RETAILER AGREEMENT
(CRICKET PAYGO)

Product Warranty

AT2.1 Defective Products. Retailer shall accept and may return to ALLEET, for a full credit, any purchased Telephone Packages that are defective, provided that the complete Telephone Package (with handset, battery, charger and power adapter) is returned. "Defective" Telephone product means a Phone that fails immediately out of the package, or fails within the first ten (10) days of ownership by the Subscriber and within the first thirty (30) minutes of usage. No credit will be issued to a store for phones that do not meet these requirements. Partial credit may be issued to the Retailer for incomplete packages or phones returned with usage in excess of thirty (30) minutes, at the sole discretion of ALLEET.

AT2.2 Product Returns to Cricket-Operated Retail Stores. No Cricket Operated Store, Third party operated store will refund a purchase of any phone purchased from Retailer or one of its stores.

AT2.3 Repair at Authorized Warranty locations. CRICKET PAYGO has established that any service or warranty of the CRICKET PAYGO phones and or service shall be handled through the existing company owned stores only. The phone manufacturer is solely responsible for the warranty of the phone. Listed below are CRICKET's Authorized Warranty & Repair locations for customers;

Table with 4 columns: Cricket Store, Address, City, State, ZIP, and Phone Number. Lists 10 authorized warranty and repair locations across various cities in North Carolina.

AT2.4 Non-Cricket Accessories. Retailer agrees that if a Consumer purchases Phone accessories, particularly batteries or chargers, from any entity other than Cricket or its Designated Supplier, without Cricket's prior written consent, Retailer will be solely responsible for all issues arising from such accessories, including but not limited to warranty issues, customer satisfaction issues and product repair issues. Further, Retailer agrees to indemnify Cricket and ALLEET from any and all claims, actions, loss or damages arising from the malfunction of such accessories, batteries and chargers.

Initials \_\_\_\_\_ / \_\_\_\_\_