

that have been designated as portable. Neither Party shall default route unqueried traffic that should be routed to a third party telecommunications carrier to the other Party, with the result that the other Party must then reroute to the proper network for termination. If and to the extent a Party fails to perform a query and a call is default routed to the other Party, the other Party may assess, and the default routing Party shall pay, the default routing charge stated in Appendix A.

15.0 Liability and Indemnification

- 15.1 Except as otherwise expressly provided neither Party shall bear any responsibility for the Interconnection, functions, products and services provided by the other Party, its agents, subcontractors, or others retained by such parties.
- 15.2 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorney's fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed), and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its Customers (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against Claims of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 15.3 A Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party ("Indemnified Party") against any claim or loss arising from the Indemnifying Party's use of Interconnection, functions, products and duties provided under this Agreement involving:
 - 15.3.1 any Claim for libel, slander, invasion of privacy, or infringement of intellectual property rights arising from the Indemnifying Party's or its Customer's use.
 - 15.3.2 any claims, demands or suits that asserts any claim for libel, slander, infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. The foregoing includes any Claims or losses arising from disclosure of any Customer-specific information associated with either the originating or terminating numbers used to provision Interconnection, functions, products or duties provided hereunder and all other Claims arising out of any act or omission of the Customer in the course of using any Interconnection, functions, products or services provided pursuant to this Agreement.
 - 15.3.3 Any and all penalties imposed on either Party because of the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 (CALEA); provided that the Indemnifying Party shall also, at its sole cost and expense, pay any amounts necessary to modify or replace any equipment, or services provided to the Indemnified

Party under this Agreement to ensure that such equipment, and services fully comply with CALEA.

- 15.4 Except as provided in this Agreement, neither Party makes any warranty, express or implied, concerning either Party's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated this Agreement.
- 15.5 Each Party ("Indemnifying Party") shall reimburse the other Party ("Indemnified Party") for damages to the Indemnified Party's equipment, Interconnection trunks and other property used pursuant to this Agreement caused by the negligence or willful act of the Indemnifying Party, its agents, subcontractors or Customer or resulting from the Indemnifying Party's improper use, or due to malfunction of any functions, products, duties or equipment provided by any person or entity other than the Indemnified Party. Upon reimbursement for damages, the Indemnified Party will cooperate with the Indemnifying Party in prosecuting a claim against the person causing such damage. The Indemnifying Party shall be subrogated to the right of recovery by the Indemnified Party for the damages to the extent of such payment.
- 15.6 Indemnification Procedures
 - 15.6.1 Whenever a claim shall arise for indemnification, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.
 - 15.6.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. If and to the extent the Indemnifying Party must seek intervention or other participation in a judicial or regulatory proceeding, the Indemnified Party shall support the Indemnifying Party's intervention.
 - 15.6.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
 - 15.6.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

- 15.6.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 15.6.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 15.6.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 15.6.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 15.6.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 9.
- 15.7 Apportionment of Fault. Except for losses alleged or claimed by a Customer of either Party and except as otherwise provided in this Agreement, in the case of any loss alleged or claimed by a third party arising out of the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this Section shall be limited to, that portion of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 15.7.1 The Parties are not liable for any act or omission of Third Party Providers.
- 15.7.2 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.
- 15.8 No Consequential Damages

Neither _____ TELEPHONE COMPANY nor HALO shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including, without limitation, damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates and their respective officers, directors, employees and agents) from any such claim. Nothing contained in this section will limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence) or (ii) bodily injury, death, or damage to tangible real or tangible personal property to the extent proximately caused by _____ TELEPHONE COMPANY's or HALO'S negligent act or omission or that of their respective agents, subcontractors or employees, nor will anything contained in this section limit the Parties' indemnification obligations, as specified herein.

16.0 Confidentiality and Proprietary Information

- 16.1 For the purposes of this Agreement, Confidential Information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will not be deemed Confidential Information to the Discloser and subject to this Section 10, unless the confidentiality of the information is confirmed in writing by the Discloser prior to disclosure. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosures and nonuse comparable in scope to the terms of this section.
- 16.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 16.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.

- 16.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such confidential information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 16.5 The Parties recognize that an individual Customer may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer-specific information lawfully obtained from Customers or sources other than the Discloser.
- 16.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 16.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 16.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.
- 17.0 Publicity
- 17.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 17.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.
- 18.0 Dispute Resolution
- 18.1 Finality of Disputes – Except as provided in 8.2, no claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the

date of occurrence which gives rise to the dispute, or beyond the applicable statute of limitations, whichever is shorter.

18.2 Alternative to Litigation - The Parties desire to resolve disputes, including billing disputes, arising out of this Agreement without 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 alternative dispute resolution procedure as a remedy with respect to any controversy arising out of or relating to this Agreement or its breach.

18.2.1 A Party shall initially seek direct negotiation with the other Party to resolve any disputes. If the Parties fail to resolve the dispute within ninety (90) days after a request for direct negotiation, the Parties may then seek relief through a court or administrative agency of competent jurisdiction.

18.2.2 Costs - Each Party shall bear its own costs of these procedures.

18.2.3 Neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendency of any dispute resolution or arbitration undertaken pursuant to this Section, unless authorized by court order or the appropriate regulatory agency.

19.0 Intervening Law

19.1 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, orders or guidelines that subsequently may be prescribed by any federal or state government authority with jurisdiction. To the extent required or permitted by any such subsequently prescribed law, rule, regulation, order or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term or condition of this Agreement to bring them into compliance with such law, rule, regulation, order or guideline. Upon failure to reach agreement to implement a change in laws, rules, regulations, orders or guidelines, either Party may seek dispute resolution before any regulatory authority with jurisdiction.

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

20.0 Miscellaneous Provisions

20.1 This Agreement shall be effective upon approval by the Commission. The Parties shall work cooperatively and take all steps necessary and proper to expeditiously prosecute a joint application before the Commission seeking approval of this Agreement pursuant to the provisions of 47 U.S.C. 252. Each Party shall be responsible for its own costs and expenses, if any are incurred, in obtaining approval of this Agreement from the Commission.

20.2 Term and Termination

20.2.1 This Agreement shall remain in effect for two (2) years after the Effective Date of this Agreement. The Agreement shall automatically renew on a month-to-month basis, unless either Party gives the other Party written notice of intent to terminate at least sixty (60) days prior to the expiration date of the initial or renewed term.

- 20.2.2 Upon termination or expiration of this agreement in accordance with this Section:
- 20.2.2.1 Each Party shall continue to comply with its obligations set forth in Section 13.0 Confidentiality and Proprietary Information.
- 20.2.2.2 Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and upon termination or expiration of this Agreement, each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement or place disputed amounts into an escrow account.
- 20.2.2.3 Each Party's indemnification obligations shall survive.
- 20.2.3 If upon expiration or termination of this Agreement either Party requests the negotiation of a successor agreement, during the period of negotiation of the successor agreement each Party shall continue to perform its obligations and provide the services described herein until such time as the successor agreement becomes effective. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act.
- 20.3 Binding Effect - This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
- 20.4 Assignment - Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, that either Party may assign its rights and its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a parent, one-hundred percent (100%) owned affiliate or subsidiary of that Party, or other entity under the common control of the Party's parent(s) for the continued provisioning under this Agreement.
- 20.5 Third Party Beneficiaries - This Agreement shall not provide any non-Party with any remedy, claim, cause of action or other right.
- 20.6 *Force Majeure* - Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent

such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

- 20.7 Disclaimer of Warranties – The Parties make no 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 or facilities 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.
- 20.8 Survival of Obligations - Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.
- 20.9 Waiver - The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.
- 20.10 Patents, Trademarks and Trade Names
- 20.10.1 With respect to claims of patent infringement made by third persons, the Parties shall defend, indemnify, protect, and save harmless the other from and against all claims arising out of the improper combining with or use by the indemnifying Party of any circuit, apparatus, system or method provided by that Party or its Customers in connection with the Interconnection arrangements furnished under this Agreement.
- 20.10.2 No license under patents is granted by either Party to the other, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either Party in connection with any Interconnection Arrangements or services furnished under this Agreement.
- 20.10.3 Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent prior written consent of the other Party.
- 20.11 Relationship of the Parties
- 20.11.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.
- 20.11.2 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.

- 20.11.3 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.
- 20.11.4 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal and state income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire, and otherwise control its employees.
- 20.11.5 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party.
- 20.12 Notices - Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section.

For HALO : Halo Wireless, Inc.
 Attn: Jason Menard
 2351 West Northwest Hwy
 Site 1204
 Dallas, TX 75220
 (214) 447-7310 (phone)
 (817-338-3777 (facsimile)
 jmenard@halowireless.com (email)

For _____ Telephone _____ Company _____
 TELEPHONE _____ Telephone Company _____
 COMPANY: Attn: _____ Authorized Representative _____
 _____ Address _____
 _____ City, ST ZIP _____
 _____ (phone) _____
 _____ (facsimile) _____
 _____ (email) _____

- 20.13 Expenses - Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 20.14 Headings - The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.
- 20.15 Governing Law - The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Texas, without reference to conflict of laws provision, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern.
- 20.16 Multiple Counterparts - This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.
- 20.17 Complete Terms - This Agreement together with its appendices constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices referred to herein are deemed attached hereto and incorporated by reference and therefore constitute part of this Agreement. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.
- 20.18 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.
- 20.19 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties.
- 20.20 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Telephone Company Halo Wireless, Inc.
Telephone Company

BY: _____
(Signature)

NAME: _____
(Printed)

TITLE: _____

DATE: _____

BY: _____
(Signature)

NAME: _____
(Printed)

TITLE: _____

DATE: _____

APPENDIX A

- | | | |
|-----|---|--|
| 1.0 | Reciprocal compensation for transport and termination:
(per Conversation MOU): | \$0.0007 |
| 2.0 | Transiting Rate, as applicable: | [to be set after presentation of cost information] |
| 3.0 | Default Query Charge: | [to be set after presentation of cost information] |
| 4.0 | Maintenance of Service Charge | [to be set after presentation of cost information] |

ATTACHMENT B
5/18/2001 LETTER FROM W.R. ENGLAND, III TO JOHN MARKS

LAW OFFICES
BRYDON, SWEARENGEN & ENGLAND
PROFESSIONAL CORPORATION

DAVID V.G. BRYDON, Retired
JAMES C. SWEARENGEN
WILLIAM R. ENGLAND, III
JOHNNY K. RICHARDSON
GARY W. DUFFY
PAUL A. BOUDREAU
CHARLES E. SMARR
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JAMIE J. COX
L. RUSSELL MITTEN
ERIN L. WISEMAN
JOHN D. BORGMEYER

COUNSEL
GREGORY C. MITCHELL

May 18, 2011

VIA EMAIL & FEDERAL EXPRESS

Mr. John Marks
General Counsel
Halo Wireless
2351 West Northwest Highway, Suite 1204
Dallas, TX 75220

Re: BPS Telephone Company et al.

Dear Mr. Marks:

I am in receipt of your correspondence dated May 12, 2011, regarding our clients' requests to enter into negotiations with Halo Wireless (Halo) toward Interconnection Agreements pursuant to Sections 251 and 252 of the Telecommunications Act.

You correctly note that we disagree as to whether or not our clients have appropriately initiated the negotiation and, if necessary, arbitration process contemplated by Section 252 of the Telecommunications Act. However, you incorrectly note in footnote No. 2 that our clients have "indicated a desire to change the status quo indirect interconnection/no compensation arrangements." On the contrary, our clients have steadfastly maintained that they do not seek to alter or change the existing, indirect interconnection arrangement; however, they do seek to change the existing "no compensation" arrangement. We also disagree over whether 1) Halo is a CMRS provider and therefore subject to the rights, duties and obligations, established by the Act and the FCC rules regarding wireless interconnection; and 2) whether the traffic that Halo is sending to our clients is intraMTA wireless traffic.

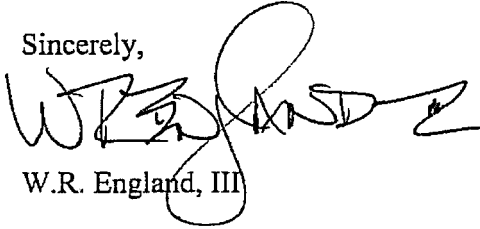
Without waiving its legal position regarding whether our clients have properly initiated the Section 252 process, you indicate that Halo is willing to "negotiate over substance." To that end, you have requested certain cost and network information that will require a substantial amount of time and expense to create and/or produce. While our clients are willing to engage in good faith negotiations toward an interconnection agreement, and recognize their obligation to

produce relevant cost and network data in the context of the Section 252 process, they are unwilling to exert that effort and incur those costs if they are not able to pursue State Commission arbitration of any open or unresolved issues pursuant to Section 252 of the Act. Without such arbitration, the parties would lack a means of resolving any otherwise unresolved issues.

Accordingly, before we commit resources to provide the information you request, we need for Halo to specifically indicate whether it would be willing to submit to arbitration before the Missouri Public Service Commission pursuant to Section 252 of the Act if the substantive negotiations, in which Halo is willing to engage, fail to resolve all issues. If Halo is willing to negotiate and arbitrate any open issues pursuant to Section 252, please propose a "start date" for the negotiations.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "W.R. England, III", with a large, stylized flourish extending from the end of the signature.

W.R. England, III

WRE/da