

**AMENDMENT NO. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**  
**AND**  
**HALO WIRELESS SERVICES, INC.**

This Amendment No. 1 (this "Amendment") shall be deemed effective on June 3, 2011 (the "Amendment Effective Date"), by and between Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, MA 02110 and Halo Wireless Services, Inc. ("Halo"), a Texas corporation with offices at 2351 West Northwest Highway, Suite 1204, Dallas, Texas 75220. (Verizon and Halo may be hereinafter referred to individually as a "Party" and, collectively, as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Massachusetts (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and Halo are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated June 3, 2011 (the "Agreement"); and

**WHEREAS**, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (the "April 18, 2001 Order"), the Federal Communications Commission exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation; and

**WHEREAS**, on November 5, 2008, in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (hereinafter the "November 5, 2008 Order"), the Federal Communications Commission affirmed its prior decision to establish a transitional plan for intercarrier compensation (the April 18, 2001 Order and the November 5, 2008 Order are hereinafter referred to as the "Orders"); and

**WHEREAS**, in accordance with the Orders, Verizon has elected to offer an optional Reciprocal Compensation rate plan as set forth herein; and

**WHEREAS**, Halo has requested that the Parties amend the Agreement to address the matters set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
  - 1.1 Reciprocal Compensation Rate.
    - 1.1.1 The Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 7 of the Two-Way Wireless Attachment of the Agreement for the transport and termination of Reciprocal Compensation Traffic shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.
    - 1.1.2 Unless Halo certifies to Verizon, in a form reasonably satisfactory to Verizon, that Halo does not obtain dedicated trunk facilities from Verizon between the Halo network and the POI, in addition to the Reciprocal Compensation charge provided for in Section 1.1.1 above, Halo shall pay to Verizon \$0.002 per minute of use for dedicated trunk facilities provided by Verizon between the Halo network and the POI for transport of Reciprocal Compensation Traffic delivered by Halo to Verizon. Such charge of \$0.002 per minute of use shall apply in lieu of monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply). Halo shall provide Verizon with sixty (60) days prior written notice prior to ordering any dedicated trunk facilities from Verizon between the Halo network and the POI. Any Halo certification provided pursuant the first sentence of this Section 1.1.2 shall be invalid prospectively from the date Halo obtains dedicated trunk facilities from Verizon between the Halo network and the POI.
    - 1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Section I.A.1, "Reciprocal Compensation Traffic Termination," and Section II.A.1, "Reciprocal Compensation Traffic Termination," of "Appendix A to the Pricing Attachment" of the Agreement).
    - 1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
    - 1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Halo to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to Halo.

- 1.1.6 The rates provided for in Section 1.1.1 and Section 1.1.2 above shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC Regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.
- 1.2 [Intentionally Left Blank].
- 1.3 [Intentionally Left Blank].
- 1.4 [Intentionally Left Blank].
- 1.5 [Intentionally Left Blank].
- 1.6 [Intentionally Left Blank].
- 1.7 [Intentionally Left Blank].
- 1.8 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of interexchange traffic (including, without limitation, V/FX Traffic) shall be governed by Applicable Law (including, without limitation, the payment of originating and terminating access charges). For purposes of this Amendment, "V/FX Traffic" shall mean calls in which a Halo Customer is assigned a telephone number with an NXX code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station.
- 1.9 If and, to the extent that, a Halo Customer receives V/FX Traffic, Halo shall promptly provide notice thereof to Verizon (such notice to include, without limitation, the specific telephone number(s) that the Customer uses for V/FX Traffic, as well as the LATA in which the Customer's station is actually physically located) and shall not bill Verizon Reciprocal Compensation, intercarrier compensation or any other charges for calls placed by Verizon's Customers to such Halo Customers.

## 2. Miscellaneous Provisions.

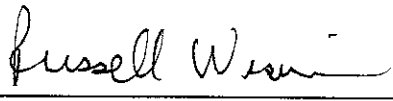
- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a rate, term or condition 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 Section 2.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

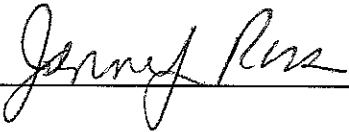
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any rate term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent set forth expressly in this Amendment, the rates, terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to extend or amend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 [Intentionally Left Blank].
- 2.10 No Arbitrage. Halo represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither Halo, nor any competitive local exchange carrier nor any CMRS provider controlled by or under common control with Halo, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Reciprocal Compensation Traffic or Measured Internet Traffic for the Commonwealth of Massachusetts at any rates other than the rates for such traffic as specified in this Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**HALO WIRELESS SERVICES, INC.**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**

By: 

By: 

Printed: Russell Wiseman

Printed: Jennifer Ross

Title: COO

Title: Director – Interconnection

**EXHIBIT A**

**A. SERVICES, FACILITIES, AND ARRANGEMENTS:**

<b><u>Service or Element Description:</u></b>	<b><u>Recurring Charges:</u></b>	<b><u>Non-Recurring Charge:</u></b>
<b>I. Reciprocal Compensation Traffic Termination</b> Reciprocal Compensation Traffic	Amendment Effective Date and thereafter -- \$0.00 per minute of use. (Bill-and-Keep.)	Not Applicable

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