providers are only "access customers" that are directly obliged to pay access charges when the CMRS provider, acting as an IXC by providing telephone toll service in the form of "roaming" capability where the CMRS customer is not physically present in the same MTA as the called party and the CMRS provider engages in transmission between exchanges. *Local Competition Order* ¶ 1043 and note 2845. None of the ILECs assert that the traffic in issue is interMTA "roaming" in nature, and Halo affirms that it is not. In this instance, the Halo customer has wireless equipment in the same MTA, and the traffic touches Halo's network for the first time when it arrives at the base station for processing.

The RLECs state that the "actual" originating point is used for rating. Halo disagrees. The jurisdiction of a call does not necessarily determine intercarrier rating as between § 251(b)(5) or § 251(g), as the Commission was reminded by the D.C. Circuit in *Bell Atlantic*[18] and again in *Worldcom.*[19] The question is whether the § 251(g) carve-out applies. While few ILECs accept the implications of *Worldcom* and the *Core Mandamus Order*[20] when it comes to traffic *from* the Internet that terminates on the PSTN, the required answer is obvious: § 251(g) cannot be used to apply access charges to either an ESP or the ESP's telephone exchange service/exchange access service provider. In any event the claim that Halo and its customer are "in the middle" proves nothing. ESPs have always been "in the middle" of the actual end-points. ESPs buy telecommunications service at something akin to wholesale that they then use as an input to their enhanced/information service output. Sometimes the ESP uses telecommunications service to collect communications originating on the PSTN. The ESP then "initiates further communications." *Bell Atlantic*, 206 F.3rd at 6. Other times ESPs require telecommunications service as a means to obtain termination capability and the telecommunications service is used to "initiate further communications" *to* the PSTN.

Enhanced services were defined long before there was a public Internet. ESPs do far more than just hook up "modems" and receive calls. They provide a wide set of services and many of them involve calls to the PSTN.[21] The Commission observed in the first decision that created what is now known as the "ESP Exemption" that ESP use of the PSTN resembles that of the "leaky PBXs" that existed then and continue to exist today, albeit using much different

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[18] *Bell Atlantic Tel. Cos. v. FCC*, 206 F.3d 1 (D.C. Cir. 2000).

[19] *Worldcom v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

[20] Order on Remand and R&O and Order and FNPRM, *High Cost Universal Service Reform, 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 Service*s, 24 FCC Rcd 6475 (2008) ("*Core Mandamus Order*") (subsequent history omitted).

[21] *See*, Notice of Proposed Rulemaking, Third Report and Order, and Notice of Inquiry, *In the Matter of Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Transport Rate Structure and Pricing Usage of the Public Switched Network by Information Service and Internet Access Providers*, CC Docket Nos. 96-262, 96-263, 94-1, 91-213, FCC 96-488, 11 FCC Rcd 21354, 21478, ¶ 284, n. 378 (rel. Dec. 24, 1996); Order, Amendments *of Part 69 of the Commission's Rules Relating to Enhanced Service Providers*, CC Docket No. 87-215, FCC 88-151, 3 FCC Rcd 2631, 2632-2633. ¶13 (rel. April 27 1988); Memorandum Opinion and Order, *MTS and WATS Market Structure*, Docket No. 78-72, FCC 83-356, ¶¶ 78, 83, 97 FCC 2d 682, 711-22 (rel. Aug. 22, 1983); First Report and Order, *In the Matter of Access Charge Reform; Price Cap Performance Review for Local Exchange Carriers; Transport Rate Structure and Pricing End User Common Line Charges*, CC Docket No. 96-262; CC Docket No. 94-1; CC Docket No. 91-213; CC Docket No. 95-72, FCC 97-158, ¶ 341 and notes 498 and 499, 12 FCC Rcd 15982 (rel. May 1997).

technology. Leaky PBXs originate calls that terminate on the PSTN.[22] The FCC expressly recognized the bidirectional nature of ESP traffic, when it observed that ESPs "may use incumbent LEC facilities to originate and terminate interstate calls."

If this is access traffic, then Halo is not an ILEC access customer; instead Halo is *providing* exchange access,[23] and the Commission's jointly-provided access rules apply. The Commission's joint-access rules provide that when two access providers collaborate to originate an exchange access call, or to terminate an exchange access call, then "meet-point billing" must be used and each access provider separately bills and collects from the third party access customer.[24]

The ILECs' discussion of IP-enabled service, ESPs and intercarrier compensation rules only makes plainer that this is a matter subject to the Commission's exclusive jurisdiction. More important it obviously overlaps with the issues presently before the FCC in the most recent intercarrier compensation reform efforts. Once again, we see that the ILECs are not content to wait for the Commission to decide the issues in that proceeding (even though they discussed their dispute with Halo in their comments). Instead, they have chosen to decide for themselves what the rules should be, and then engaged in unlawful blocking to enforce rules they made up.

This matter involves Halo's rights, duties and obligations pursuant to Halo's *federal* authority, what it can and cannot do under its "Common Carrier-Interconnected" license, and whether the services fall within the scope of that license. The dispute centers on the question of whether the RLECs are permitted by the FCC's rules to block Halo's interstate CMRS traffic. This is fundamentally a blocking dispute, well within the jurisdiction of the Commission and highly appropriate for accelerated treatment. This matter will simply require a straightforward review of the RLECs' actions in light of Part 63.

The ILECs' off-point challenges and theories unnecessarily complicate the dispute, but, even if their arguments are accepted, they only raise additional federal law questions that falls within the FCC's purview. For instance, if Halo's service does not fall within the radio authorization because it is deemed "wireline" rather than "wireless", can Halo nonetheless provide these services given the "automatic" authorization to provide "wireline" interstate telecommunications services under 47 C.F.R. § 63.01(a) alongside activities even the prospective defendants would admit is "wireless"? What are the traffic classifications and the intercarrier compensation consequences flowing from that classification under § 332(c)(1)(B) and 47 C.F.R. § 20.11? What are the ILECs' duties under these circumstances? Can they "suspen[d] the

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[22] *See*, Memorandum Opinion and Order, *MTS and WATS Market Structure*, Docket No. 78-72, FCC 83-356, ¶¶ 78, 83, 97 FCC 2d 682, 711-22 (rel. Aug. 22, 1983) [discussing "leaky PBX" and ESP resemblance]; Second Supplemental NOI and PRM, *In the Matter of MTS and WATS Market Structure*, FCC 80-198, CC Docket No. 78-72, ¶ 63, 77 F.C.C.2d 224; 1980 FCC LEXIS 181 (rel. Apr. 1980) [discussing "leaky PBX"].

[23] CMRS providers offering two-way real-time voice-capable wireless service provide both telephone exchange service and exchange access, even though they are not LECs. *Local Competition Order* ¶¶ 1004-1006; Declaratory Ruling, *Petitions of Sprint PCS and AT&T Corp. for Declaratory Ruling Regarding CMRS Access Charges*, WT Docket No. 01-316, 17 FCC Rcd 13192 (2002) (*Sprint/AT&T Declaratory Ruling*), *petitions for review dismissed, AT&T Corp. v. FCC*, 349 F.3d 692 (D.C. Cir. 2003).

[24] *See* Order Designating Issues for Investigation, *In the Matter of Access Billing Requirements for Joint Service Provision*, ¶ 2, n.4, 3 FCC Rcd 3568 (1988); Order, *In the Matter of Access Billing Requirements for Joint Service Provision*, ¶¶ 2-3, 65 Rad. Reg. 2d (P & F) 650, 1988 FCC LEXIS 2006 (1988).

interchange of traffic with another carrier" (here, Halo) under 47 C.F.R. § 63.62(b) without filing a petition with the FCC under 47 C.F.R. § 63.501? Does 20.11(e) allow an ILEC to drag a CMRS provider into the § 252 process while refusing to "request interconnection" and without "invoke[ing] the negotiation and arbitration procedures contained in section 252 of the Act?" Does a CMRS provider have to "submit to arbitration by the state commission" if the ILEC never supplies a "request" that the CMRS provider do so? These are purely *federal* questions involving exclusively federal, interstate rights, duties and obligations, and only the Commission can answer them. Halo was licensed by this Commission. The FCC has the exclusive jurisdiction to interpret the scope of Halo's authorized interstate activities under that license and/or 47 C.F.R. § 63.01(a). Halo has alleged that the prospective defendants have violated § 201 and several FCC rules, only one of which is part of Part 51 and involves anything a state can remotely address. The ILECs' suggestion that Halo should be required to go to the state commission to try and recover damages under § 208 is frivolous and does not deserve any serious consideration.

2. The signaling issues are also solely within the FCC's exclusive jurisdiction.

The RLECs' assertions concerning signaling are completely without any foundation *and they know it.* Halo knows what it is signaling. AT&T knows what Halo is signaling – that is why AT&T does not even mention this issue in its reply – and AT&T knows that if signaling content is being manipulated or removed that *AT&T* is likely the one engaging in that activity. The RLECs also know full well what the likely problem is.

It is commonly known throughout the industry that transiting LECs often change or remove signaling information, and that tandem call detail records do not accurately and fully record the actual address signal information contained in the CPN and CN parameters. Just last month, another RLEC coalition complained of this practice to the Commission in the Intercarrier Compensation Reform Rulemaking. Those RLECs explained that "AT&T sends transiting call records as a tandem provider for [CLEC] and CMRS traffic to the [RLECs] with a Charge Number ("CN") in the CPN signaling field such that jurisdictionalizing the call based on CPN is impossible[.]"[25] This is precisely the phenomenon that the Missouri RLECs have described in their response on page 5.

The Missouri RLECs themselves are well aware that AT&T and other transiting LECs often alter the CPN field of CMRS traffic by replacing the CPN signal information with the CN signal information that was received by the originating carrier. These same RLECs (represented by the same counsel) filed comments with the FCC that described this very situation in 2006: "[t]he only billing records where CPN is currently not included is in the records for wireless traffic placed on the FGC LEC-to-LEC network."[26] Their contention now that Halo is doing something wrong, or somehow responsible for AT&T's actions, is intentionally disingenuous. They make these allegations solely to smear Halo and distract from their original reasons for instituting blocking: Halo's refusal to pay access billings that violate § 20.11(d) and Halo's efforts to require them to properly invoke § 20.11(e) if they want to obtain a § 252 interconnection agreement.

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[25] *See* Comments of Rural LEC Section XV Group, *In the Matter of Connect America Fund*, WC Docket No. 10-90 at p. 11 (filed Apr. 1, 2011).

[26] *See* Comments of the Missouri Small Telephone Companies, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92 at p. 11 (filed Oct. 25, 2006).

The signaling issues are – once again – solely within the Commission's jurisdiction, particularly since the RLECs are most interested in the "telephone numbers" they want to see or want to not see. Since this is apparently a "numbering" issue, the Commission has exclusive jurisdiction over the topic under § 251(e). Further, the SS7 network and its operation is an interstate network and subject to exclusive FCC jurisdiction since its "operation" cannot be feasibly separated, and it would not be feasible to have one "interstate" SS7 network and a different "intrastate" SS7 network. This is why, for example, AT&T's "Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service" offering appears in its federal tariff. *See* "SWBT" Tariff FCC 73, Section 23, available at http://cpr.att.com//pdf/fcc-swbt/7323.pdf. *See also* NPRM and FNPRM, *Connect America Fund et al.,* WC Docket Nos. 10-90 *et al.*, FCC 11-13, ¶ 630, note 971, _ FCC Rcd _ (Feb. 9, 2011).

Halo's network is IP-based. The network communicates internally and with Halo customers using a combination of WiMAX and SIP. To communicate with the SS7 world, Halo must conduct a protocol conversion from IP to SS7 and then transmit call control information using SS7 methods. The RLECs' allegations fail to appreciate this fact, and are otherwise technically incoherent. They reflect a distinct misunderstanding of technology, SS7, the current market and the Commission's present and proposed rules.

From a technical perspective, "industry standard" in the United States is ANSI T1.113, which sets out the semantics and syntax for SS7-based CPN and CN parameters. The "global" standard is contained in ITU-T series Q.760-Q.769. ANSI T1.113 describes the CPN and CN parameters:

> Calling Party Number. Information sent in the forward direction to identify the calling party and consisting of the odd/even indicator, nature of address indicator, numbering plan indicator, address presentation restriction indicator, screening indicator, and address signals.
>
> Charge Number. Information sent in either direction indicating the chargeable number for the call and consisting of the odd/even indicator, nature of address indicator, numbering plan indicator, and address signals.

The various fields have one or more character positions within the parameter and come with specific syntax and semantics guidelines. The situation is essentially the same for both parameters, although CN can be passed in either direction, whereas CPN is passed only in the forward direction. The Calling Party Number and Charge Number parameters were created to serve discrete purposes and they convey different meanings consistent with the design purpose. For example, CPN was created largely to make "Caller ID" and other CLASS-based services work. ANI and Charge Number, on the other hand, are expressly mentioned in the FCC rules as pertinent to billing and routing. *See* 47 C.F.R. § 64.1600(a), (b) and (c); *See also* ANSI T1.113 description of Charge Number. Each of the definitions in 47 C.F.R. § 64.1600(a), (b) and (c) employ carefully selected wording that makes clear the FCC understood the purpose of each parameter. As noted, for example, the ANI and CN definitions both address "billing" and/or "routing" but CPN does not.

Current FCC rules then go on to require a carrier to "to transmit the calling party number (CPN) associated with an interstate call to interconnecting carriers." *See* 47 C.F.R. § 64.1601(a). The purpose for this signaling requirement was to make Caller ID work, as is plain from the

proceeding that gave rise to and resulted in the promulgation of Part 64, Subpart P.[27] Again, notably, the rules do not expressly require presentation of ANI or CN, even though those two are the ones the FCC characterizes as useful for routing and/or billing.

The Commission recently proposed to adopt new rules relating to signaling that are designed to address concerns beyond ensuring that carrier systems interwork and mutually support CLASS services. NPRM and FNPRM, *Connect America Fund et al.*, WC Docket Nos. 10-90 et al., FCC 11-13, _ FCC Rcd. _ (Feb. 9, 2011) and published at 76 Fed. Reg. 11632 (March 2, 2011). The FCC has also proposed rules to implement the Truth in Caller ID Act. Notice of Proposed Rulemaking, *In the Matter of Rules and Regulations Implementing the Truth in Caller ID Act of 2009*, WC Docket No. 11-39, FCC 11-41, __ FCC Rcd ___ (March 9, 2011). Halo fully complies with these *proposed* rules.[28]

Halo's signaling practices comply with the ANSI standard with regard to the address signal content. Halo's signaling practices comply with the current FCC rules. Halo's signaling practices also comply with the FCC's proposed rules in both of the ongoing rulemaking proceedings. Halo populates the CPN parameter with the address signal information that should appear there. When the financially responsible party for charges is different from what could

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[27] *See, e.g.*, Memorandum Opinion and Order on Reconsideration, Second Report and Order and Third Notice of Proposed Rulemaking, *In the Matter of Rules and Policies Regarding Calling Number Identification Service -- Caller ID*, CC Docket No. 91-281, FCC, 95-187, 10 FCC Rcd 11700, 11703, 11718, ¶¶ 5, 49 (rel. May 5, 1995) ("*Caller ID Reconsideration Order*"); Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of Rules and Policies Regarding Calling Number Identification Service -- Caller ID*, CC Docket No. 91-281, FCC 94-59, 9 FCC Rcd 1764 (rel. March 29, 1994) ("*Caller ID Order*").

[28] *See, e.g.*, Proposed 47 C.F.R. § 64.1601(a)(1) and (2):

> (1) Internet protocol services who originate interstate or intrastate traffic on the public switched telephone network, or originate interstate or intrastate traffic that is destined for the public switched telephone network, are required to transmit the telephone number received from, or assigned to or otherwise associated with the calling party to the next provider in the path from the originating provider to the terminating provider, where such transmission is feasible with network technology deployed at the time a call is originated. The scope of this provision includes, but is not limited to, circuit-switched and packetized transmission, such as Internet protocol and any successor technologies. Entities subject to this provision who use Signaling System 7 are required to transmit the calling party number (CPN) associated with every interstate or intrastate call in the SS7 CPN field to interconnecting providers, and are required to transmit the calling party's charge number (CN) in the SS7 CN field to interconnecting providers for any call where CN differs from CPN. Entities subject to this provision who are not capable of using SS7 but who use multifrequency (MF) signaling are required to transmit CPN, or CN if it differs from CPN, associated with every interstate or intrastate call, in the MF signaling automatic numbering information (ANI) field.
>
> (2) Telecommunications providers and entities providing interconnected voice over Internet protocol services who are intermediate providers in an interstate or intrastate call path must pass, unaltered, to subsequent carriers in the call path, all signaling information identifying the telephone number of the calling party, and, if different, of the financially responsible party that is received with a call, unless published industry standards permit or require altering signaling information. This requirement applies to all SS7 information including, but not limited to CPN and CN, and also applies to MF signaling information or other signaling information intermediate providers receive with a call. This requirement also applies to Internet protocol signaling messages, such as calling party identifiers contained in Session Initiation Protocol (SIP) header fields, and to equivalent identifying information as used in successor technologies.

potentially be inferred from the CPN address signal content, then Halo populates the Charge Number parameter with the number for the financially responsible party in the field for address signal, and still populates the Calling Party Number, including the address signal field. In the latter case, the number appearing in the Charge Number address signal field will usually be one assigned to Halo's customer, and is the Billing Account Number or its equivalent for the service provided in the MTA where the call is processed. The CN address signal content – when different from the CPN signal content – has meaning because it denotes the "financially responsible party."

Halo initially populated only the CPN parameter for the first few months of operation. Halo formally implemented the practice of populating both CPN and CN when CN is different in early 2011, which roughly matches up with the approximate date given by the RLECs for the "change" they claim to have observed on page 14 of their Response. The change in practice was related to several factors, but the primary reason is that is what the Commission proposed to require as part of a set of revised "signaling" rules that were released on February 9, 2011. The RLECs are now alleging that Halo's decision to proactively comply with a potential Commission rule by providing *more* signaling information reflects some kind malfeasance associated with a nefarious scheme to deprive them of access revenues they are not entitled to recover to begin with.

To the extent any E.164 address is properly used for the purpose of rating or jurisdictionalizing (which Halo denies), CN address signal content rather than that for CPN is the information that should be used, consistent with the Commission's express acknowledgment of potential use of CN (as opposed to CPN which has no such recognition in the Part 64, Subpart P rules) for "routing" and/or "billing" and because the FCC recently reiterated that CN denotes the "financially responsible party." But regardless, Halo is populating CPN and when the financially responsible party is different from what might possibly be inferred from the CPN address signal content, then Halo *also* populates CN. If a downstream carrier is not seeing both sets of address signals then someone "in the middle" is removing or altering the address signal information.

Halo believes that AT&T is manipulating, stripping or changing the address signal content in the CPN parameter that Halo has populated. The RLECs could be basing their allegations not on actual SS7 call control signaling content but instead on information pulled from AT&T's switch-based call detail recording. One could easily draw that inference from the Missouri RLECs' 2006 comments in Docket 01-92. If that is the basis, then Halo believes that AT&T's switch-based call detail recording system is recording different CPN address signal information and/or Charge Number address signal information than AT&T's SS7 system is actually receiving within those parameters. To the extent Halo's beliefs are correct, any problems are on AT&T's side, and attributable solely to AT&T.

III. The Missouri ERE rules do not apply and cannot be read to apply. Even if the ERE rules do apply they do not support the blocking in this case since the RLECs and Halo are presently operating under a "no compensation" arrangement.

The ILECs uniformly contend that Halo should be denied the right to file a § 208 complaint and the Commission should require Halo to use a state-created process as the means to protect and enforce Halo's federal rights. *See* AT&T Missouri Response at p. 2; Missouri RLEC Response at pp. 12-13. They further contend that Halo's prosecution of a case before the Commission asserting a violation of the Act and FCC rules is "really" just an attempt to

"preempt" the Missouri ERE rules. The first proposition borders on frivolity and the second is wrong on several counts.

To the extent there is any pre-emption in play here, it is *reverse* pre-emption. The Missouri ERE rules – if they are read the way the ILECs are applying them – represent a state deciding that the *T-Mobile Order* was ill-advised. The ILECs are using the ERE rules to vacate §§ 20.11(d) and (e), apply tariffed access charges to non-access traffic and avoid any need for the ILECs to "request interconnection" and "invoke the negotiation and arbitration procedures contained in section 252 of the Act." Instead – again if the ERE rules are read to work as the ILECs are applying them – an ILEC can send an access bill for non-access traffic, and demand that the CMRS provider pay the access bills and become a requesting carrier. If the CMRS provider disputes the bills based on § 20.11(d), refuses to become the requesting carrier, and demands that the ILEC follow the process and requirements in § 20.11(e) if the ILEC wants to change the default "no compensation" arrangement, then the ILECs institute blocking as a form of coercion to force the CMRS provider to waive its rights.

There is no need, however, to read the ERE rules in a way that would conflict with the Commission's *T-Mobile Order* or § 20.11(d) and (e). First, the ERE rules do not apply on their face because a CMRS provider is not a "telecommunications company" as defined in the ERE rules, and thus cannot be an "originating carrier" under those rules.[29] Accordingly, the "blocking" provisions never come in to play. Second, the calls do not "originate via the use of Feature Group C protocol. *See* 4 CSR 240-29.101(1). The calls may traverse the "LEC-to-LEC network" but the rule also requires that the call "originate" via "Feature Group C protocol" as defined in 4 CSR 240-29.020(13). Halo's traffic "originates" via an IP-based wireless connection between Halo and its customer using SIP. While Halo does not agree with the ILECs' characterizations, their own response asserts that the calls "originate" in a host of ways, but nowhere do any of them claim that any of them originated over Feature Group C.

Finally, the ERE rules only allow blocking when the terminating carrier has not been compensated for "compensable traffic." The traffic in issue is not "compensable traffic" because the *T-Mobile Order* prescribed a "no compensation" regime unless and until the *ILEC* uses § 20.11(e).[30] The ERE rule (at 4 CSR 240-29.130(2)) only allows blocking when the "originating carrier has failed to fully compensate the terminating carrier for terminating ***compensable traffic***." (emphasis added)[31] 4 CSR 240-29.020(8) defines "compensable traffic" as "telecommunications traffic that is transited or terminated over the LEC-to-LEC network, for which the transiting and/or terminating carrier is entitled to financial compensation." (emphasis added). The RLECs are not entitled to compensation until they follow the requirements in § 20.11(e), which they refuse to do. The RLECs may not be happy with the *T-Mobile Order* result,

[29] The ILEC do not respond to or in any way address Halo's demonstration in its initial letter pages 11-12 that because of the ERE definitions a CMRS provider can never be an "originating carrier" given that under Missouri law a CMRS provider is not a "telecommunications company" since it does not provide a "telecommunications service" as those terms are defined in the state statute. Since Halo is not an "originating carrier" the ERE rules simply do not apply.

[30] *T-Mobile Order* at n. 57.

[31] Halo has already addressed the other asserted basis for blocking – a failure to deliver "originating caller identification to the transiting and/or terminating carriers." Halo ***is*** providing caller identification to the transiting carrier.

but they cannot justify blocking on the ERE rules since the terminating carrier must be "entitled to compensation" and here they are not. The latest correspondence from Mr. England admits that because of the *T-Mobile Order* the RLECs are entitled to "no compensation" yet the RLECs still assert they can nonetheless block under the state ERE rule. *See* Attachment B.

The Commission does not have to pre-empt the Missouri ERE rules because those rules can and should be read in a way that avoids any conflict. But regardless of whether there is a conflict, Halo has not sought preemption. Halo has claimed that the defendants violated § 201 and multiple FCC rules. Reliance on a state-level rule could, perhaps, be used as a basis to lower damages or slightly mitigate culpability, but ultimately if these potential defendants violated federal law, they cannot hide behind a conflicting state rule. The RLECs did not have to go forward with the blocking after Halo invited them to submit a compliant § 20.11 request and offered to negotiate substance even without a proper request; the ERE rule does not *require* RLECs to block (as opposed, perhaps, to AT&T which under the rule must block when the rule does apply).[32] Halo warned them that they would face a federal action if they persisted.

IV. This matter his highly appropriate for the Accelerated Docket

A. The RLECs and AT&T advance a number of arguments against inclusion on the Accelerated Docket, all of which fail to consider the devastating effect that blocking and market exclusion have on a small carrier like Halo. AT&T, for its part, argues that Halo has not sufficiently explained the urgency and necessity for inclusion. AT&T claims that there is no risk of prejudice or irreparable harm that warrants expedited resolution. That AT&T would make such an argument only shows how little AT&T understands about small companies and the harm they suffer when they are unfairly forced out of a market by a competitor. AT&T may be large enough to view this dispute with relative apathy, but, for Halo, the RLECs' blocking constitutes nothing short of an emergency.

AT&T's apparent indifference to the situation only underscores the overwhelming disparity in resources that Halo faces in this dispute. A protracted, potentially years-long complaint process would be immensely unfair and prejudicial to Halo. The RLECs and AT&T have exponentially greater resources available and it is to their advantage to turn this dispute into a war of attrition and maximize the time that Halo spends unlawfully blocked from their markets. It is hard to imagine a situation that warrants inclusion on the Accelerated Docket pursuant to § 1.730(e)(5) more than this dispute.

B. AT&T and the RLECs also argue that expedited resolution would not advance competition.[33] It is astounding that they would make such an argument in a case that involves blocking of a new entrant's traffic. The RLECs unilaterally decided to block an entire class of traffic and functionally remove Halo from the marketplace. They have themselves impeded competition and the RLECs benefit from every day that they can keep Halo from competing. If § 1.730(e)(2) does not apply to this proceeding, then the rule is entirely hollow.

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[32] Halo notes that if the ERE rules do apply here then AT&T should be the target of the RLECs' ire since it is the one that appears to be changing the signaling content because AT&T "has failed to comply with rules pertaining to traffic traversing the LEC-to-LEC network including, but not limited to, ensuring that originating caller identification is being delivered to the terminating carrier." *See* 4 CSR 240-29.140(2) (emphasis added).

[33] *See* Missouri RLEC Response to Halo Pre-Complaint Letter at pp. 18-19; and AT&T Missouri Response to Halo Pre-Complaint Letter at pp. 6-7.

C. Lastly, this dispute is neither too complex nor will it require more discovery than is allowed by the Accelerated Docket process. As the RLECs explained in their response, they justify their blocking with two primary arguments. First, they claim that Halo is not delivering "originating caller identification." Second, they assert that Halo's traffic is not actually CMRS and that Halo has failed to pay their wireline access charges. Both of these claims are straightforward, will require minimal discovery, and are well-suited to an expedited proceeding.

The first of these issues, whether Halo is passing "originating caller identification," is a fact question that should be resolved without significant effort. As Halo has maintained throughout, Halo presently populates the address signal in both the CPN and CN parameters, and has always populated CPN without change. Since the ILECs assert the ERE rules apply, they should already have the relevant call detail because 4 CSR 240-29-090(3) requires that call detail be retained in "retrievable electronic format" for 12 months. Halo believes that AT&T is modifying the address signal content. AT&T should be able to bring forward its signaling and call detail records and those should contain the information AT&T received in the CPN and CN address signal, and what AT&T delivered to the RLECs. AT&T's complete silence on this question in its response speaks volumes.

The ILECs' second basis for blocking Halo's calls is a legal question, namely whether Halo's traffic is CMRS and if so whether it is intraMTA. If the traffic is CMRS intraMTA then the RLECs' access charges are a violation of § 20.11(d) and the blocking is unlawful. This purely legal question will not require extensive discovery. The ILECs' claim extensive discovery is needed solely to justify a decision to not place the matter on the Accelerated Docket. They fail to appreciate, however, that the sole consequence of non-placement will be a formal complaint. Their own argument only proves the extent to which the legal questions are exclusively federal in nature and subject to the Commission's unique and sole competence. Contrary to the ILECs' claims this dispute is very well-suited for the Accelerated Docket, and all of the criteria for placement are met.

The "Accelerated Docket" question is fairly simple: were the ILECs required to file a request and notice under Part 63 before they ceased the interchange of traffic with Halo? While the ILECs present a host of excuses in an attempt to slow or prevent Commission action, none of them justify violating Part 63. **V. Halo's activation of base stations prior to registrations becoming "active"**

The RLECs' response raised an issue regarding Halo's base station registrations. They argue that Halo's traffic was not "authorized" prior to April 15, 2011 and thus the service was not "CMRS." As noted in their response, Halo's Junction City, Kansas and Wentzville, Missouri base station registrations were submitted in August and October, 2010, respectively, but remained in a "pending" status in the FCC's Universal Licensing System ("ULS") database for several months. Halo became aware of this issue on April 14, 2011 (5 days before the ILECs' response) and contacted the Commission the next day. The issue was resolved at once and the ULS database was updated immediately to reflect "accepted" base station registration status. Operating a 3650-3700 base station while the registration is in "pending" status, rather than an "accepted" status, could possibly constitute a technical violation of the FCC's rules. Therefore, Halo contacted the Bureau's Spectrum Enforcement Division to "self-report" the situation. The Spectrum Enforcement Division is handling the matter and a determination will be made whether any further action is warranted.

The RLECs go too far, however, in claiming that this issue somehow absolves them of their obligations under the Act and the FCC's rules. Nor can the RLECs consider themselves deputized to enforce the Commission's ULS database rules by blocking Halo's traffic, which is itself a violation of the rules. At worst, this is a technical violation of the FCC's base station registration requirements, but that is still yet to be determined and this is a matter between Halo and the Spectrum Enforcement Division that the ILECs need not further concern themselves over. The lack of "accepted" status, however, would not vitiate Halo's status as a common carrier or a CMRS provider. Halo's CMRS status derives from its nationwide "Common Carrier-Interconnected" radio station authorization, not from individual base station registrations. This issue is inconsequential to the present dispute and the unlawfulness of the RLECs' continued blocking of Halo's traffic. And it is certainly not a reasonable justification for blocking Halo's traffic on and after April 15. This is merely another meritless *post-hoc* rationalization and excuse the RLECs are using to try to turn attention away from their egregious acts of self-help.

VI. Conclusion

This matter is a blocking dispute involving interstate CMRS traffic and will ultimately be resolved through the application of the Commission's rules and the Act. Therefore, jurisdiction at the FCC is entirely appropriate. Additionally, this matter is well suited for the Accelerated Docket because, as the Missouri RLECs have explained, the blocking was instituted for only two reasons, each of which will require minimal discovery and pleading. Additionally, expedited resolution will safeguard Halo from the burden of protracted litigation against multiple ILECs with far greater resources. A prompt conclusion will also help to alleviate the continuing harm that the blocking and market exclusion is causing to Halo.

As AT&T's response noted, acceptance to the Accelerated Docket will require Commission-supervised settlement discussions. Halo agrees that these discussions are mandatory and will fully participate in good faith. To that end, we respectfully request that the Commission accept jurisdiction over this dispute, schedule a conference for settlement discussions between the parties, and, if those discussions prove futile, accept this matter onto the Accelerated Docket.

Respectfully,

Matthew A. Henry
Counsel for Halo Wireless, Inc.

ATTACHMENT A
5/12/2011 LETTER FROM JOHN MARKS TO W.R. ENGLAND, III

Halo wireless 2351 W. Northwest Hwy, Suite 1204, Dallas, TX 75220

May 12, 2011

VIA EMAIL & FEDERAL EXPRESS

W.R. England II
Brydon, Swearengen & England
312 East Capitol Ave
P.O. Box 456
Jefferson City, Missouri 65102-0456

RE: BPS Telephone Company; Citizens Telephone Company; Craw-Kan Telephone Cooperative, Inc.; Ellington Telephone Co.; Farber Telephone Company; Fidelity Telephone Company; Goodman Telephone Company; Granby Telephone Company; Grand River Mutual Telephone Corporation; Green Hills Telephone Corporation; Holway Telephone Company; Iamo Telephone Corporation; Kingdom Telephone Company; KLM Telephone Company; Lathrop Telephone Company; Le-Ru Telephone Company; Mark Twain Rural Telephone Company; McDonald County Telephone Company; Miller Telephone Company; New Florence Telephone Company; New London Telephone Company; Orchard Farm Telephone Company; Oregon Farmers Mutual Telephone Company; Ozark Telephone Company; Peace Valley Telephone Company, Inc.; Rock Port Telephone Company; Seneca Telephone Company; Steelville Telephone Exchange, Inc.; Stoutland Telephone Company

Dear Mr. England:

Halo Wireless, Inc. has repeatedly informed you of our position that you and your ILEC clients have not properly invoked 47 C.F.R. § 20.11(e). Therefore, the formal "negotiation and arbitration procedures contained in section 252 of the act" cannot begin. In addition, we have advised you that, prior to any state commission filing, your ILEC clients must request that Halo "submit to arbitration by the state commission." Any failure to make this request to Halo means the state commission will lack both subject matter and *in personam* jurisdiction. We do not waive any rights or assertions in our previous correspondence, and we are prepared to assert and defend our positions in any appropriate or contested forum.

Although we maintain that Halo and the parties you represent are not operating in the § 252 context, we acknowledge that you and your clients disagree with us on this point. Despite our legal position, we have consistently expressed a willingness to negotiate over substance. Therefore, without waiver of our primary position, and to continue our good faith efforts to resolve our differences, we are providing a set of terms that implement your ILEC clients' § 251(b) and (c) duties. These terms are presented as a template at this point. When the process completes, an entity-specific execution document specific to each ILEC you represent will be prepared.

The attached Interconnection Agreement (ICA) document does not supply a complete set of terms. Halo requires carrier-specific cost and network information to devise and propose TELRIC-compliant prices along with technically feasible interconnection terms and requirements for each individual ILEC you represent. Assuming *arguendo* that we are within the § 252 process, your ILEC clients have the obligation to produce,[1] this data. Halo, again without waiver of our legal positions specifically requests the following information:

[1] *See* 47 C.F.R. § 51.301(c)(8)(i) and (ii).

1. Cost studies using TELRIC principles that support each of your ILEC clients' proposed prices for interconnection, traffic exchange, and collocation.

2. For resale, cost studies that reflect your ILEC clients' avoided cost, including the basis for the claims.

3. Cost Studies to support proposed prices and other miscellaneous data necessary to explain specific terms for access to poles, conduits and rights of way in the manner required by 47 C.F.R. § 51.031.

4. The extent to which your ILEC clients' various switches are able to support SIP and gateway capabilities or have IP-based capabilities through some other means.[2]

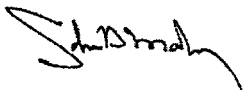
5. Information about each of your ILEC clients' networks to determine the best means by which Halo can establish a single point of interconnection within each network via direct IP connection.

6. Information related to Internet and IP capabilities and capacity, in and to, your ILEC clients' service areas.

Please advise when we should expect to receive comments to the attached template agreement, and provision of cost and network information. Should there be a need to discuss any of the foregoing, we will be glad to conduct a conference call with the appropriate legal and business representatives at a time and date convenient for both parties.

Thank you.

Sincerely,



John Marks
General Counsel
jmarks@halowireless.com

[2] Your clients have indicated a desire to change the *status quo* indirect interconnection/no compensation arrangements. To the extent there are negotiations over any change, then Halo has changes it will propose as well. One of those changes is to move to direct interconnection using IP. Halo's network is 4G, and uses Internet Protocol. Thus, Halo desires "IP"-based interconnection, and your clients must implement IP-based interconnection unless they can prove it is not technically feasible. The information requests are reasonably calculated to obtain necessary facts regarding capabilities, technical feasibility and, of course, costs.

Halo will require terms for § 251(c)(4) resale and § 251(c)(6) collocation as well as terms for structure access under §§ 224 and 251(b)(4). These terms cannot be drafted until _____ TELEPHONE COMPANY provides the previously requested cost and network information.

Halo will seek IP based interconnection terms rather than (or at least in addition to) legacy circuit-switched methods. The markups below do not completely reflect all required edits that will be necessary to implement this interconnection method. IP-based interconnection terms cannot be drafted until _____ TELEPHONE COMPANY provides necessary cost and network information and the parties discuss the matter.

INTERCONNECTION AGREEMENT

By and Between

HALO WIRELESS, INC.

and

_____ TELEPHONE COMPANY TELEPHONE COMPANY

In the State of

_____

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is by and between _____ Telephone Company Telephone Company ("_____ TELEPHONE COMPANY") and Halo Wireless, Inc. ("HALO"). _____ TELEPHONE COMPANY and HALO are referred to individually as "Party" and together as "Parties" to this Agreement.

WHEREAS, _____ TELEPHONE COMPANY is an Incumbent Exchange Carrier ("ILEC") in the State of _____that provides telephone exchange service and exchange access;

WHEREAS, HALO is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service Provider that provides telephone exchange service and exchange access;

WHEREAS, the Parties wish to put in place an arrangement for the transmission and routing of telephone exchange service and exchange access and for transport and termination of Telecommunications Traffic and Jointly Provided Access in accordance with the Act and FCC Rules;

WHEREAS, the Parties agree that there are only two traffic types: Telecommunications Traffic and Jointly Provided Exchange Access traffic.

WHEREAS, the parties have agreed to other terms relating to resale of telecommunications service that _____ TELEPHONE COMPANY provides at retail to subscribers who are not telecommunications carriers; collocation of equipment at _____ TELEPHONE COMPANY's premises that is necessary for Halo to interconnect; and access by Halo to poles, ducts, conduits, and rights-of-way of _____ TELEPHONE COMPANY on rates, terms, and conditions that are consistent with section 224.

WHEREAS, the Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters related to the same types of arrangements covered in this Agreement;

WHEREAS, _____ TELEPHONE COMPANY in accordance with § 251(b) and (c) and § 252(d) of the Act and HALO have specific requirements, and the Parties intend that this Agreement meets these requirements;

WHEREAS, the parties mutually intend to implement terms and conditions that fully and without exception implement the standards in the Act and FCC rules, and are not in any way intending to "enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251" as allowed by § 252(a)(1) of the Act. Nor has either party agreed to negotiate terms without regard to such standards.

NOW, THEREFORE, in consideration of the foregoing and the undertakings contained herein, _____ TELEPHONE COMPANY and HALO agree as follows:

This Agreement sets forth the terms, conditions and prices under which the Parties agree to implement _____ TELEPHONE COMPANY's duties under § 251 and 252 of the Act.

Except as otherwise expressly provided for herein, this Agreement has no effect on the services either Party chooses to offer to its respective Customers, the rate levels or rate structures that either Party charges its Customers for services, or the manner in which either Party provisions or routes the services either Party provides to its respective Customers.

1.0 Definitions

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined herein but used herein will have the same meaning as in the Communications Act and/or FCC rules. Terms used in the singular will include the plural and vice-a-versa.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. Section 151 *et. seq.*), as amended.

1.2 "Base Station Site" is the location of radio transmitting and receiving facilities associated with CMRS service to a Customer. The Base Station will constitute the Halo origination and termination point, and may also be used as a point of interconnection to the landline network.

1.3 "Carrier" refers to a "telecommunications carrier" as defined in 47 U.S.C. § 153(44).

1.4 "Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C 332(d)(1).

1.5 "Commission" means the Public Utility Commission of _____ .

1.6 "Conversation Time" means the time consumed by a completed call, beginning when the terminating recording switch receives answer supervision, or its IP equivalent, and ending when a Party's switch, or its IP equivalent, receives sends a release message or, whichever occurs first. Conversation minutes will be summed for a billing period, and then rounded up to the next full minute.

1.7 "Customer" means an entity that subscribes to a Party's service as a customer. A "Customer" may be a "Carrier" or an "End User." Generally speaking, a Carrier Customer will be a user of Jointly Provided Access. As used herein, "Customer" does not include any of the Parties to this Agreement with respect to the fulfillment of duties under this Agreement.

1.8 "Direct Interconnection" means a direct physical Interconnection between _____ TELEPHONE COMPANY's network and HALO's network. Direct Interconnection will occur at a point within a _____ TELEPHONE COMPANY certificated service area.

1.9 "End Office Switch" is a _____ TELEPHONE COMPANY Class 5 switch that provides connections to lines or trunks.

1.10 "Exchange Access" is as defined at 47 U.S.C. § 153(16).

1.11 "FCC" means the Federal Communications Commission.

1.12 "Incumbent Exchange Carrier" or "Incumbent LEC" has the meaning given the term in the Act.

1.13 "Indirect Interconnection" refers to a network arrangement in which the networks of the Parties are connected through a third party carrier's switching and transport facilities.

1.14 "Indirect Traffic" is traffic, which is originated by one Party and terminated by the other Party using a third party carrier's switching and transport facilities.

1.15 "Interconnection" shall be as defined in 47 C.F.R. § 51.5.

1.16 "InterMTA Traffic" means all calls that originate in one MTA and terminate in another MTA.

1.17 "IntraMTA Traffic" means all calls that originate and terminate in the same MTA, regardless of whether a call is routed or handled by an intermediary third party Telecommunications Carrier, and without regard to the dialing pattern used by the Customer (*e.g.*, 7-digits, 10-digits, or "1+").

1.18 "Internet Protocol or "IP" is a packet-switched architecture, in which data containing a source address and destination address is handed over to a data link layer protocol, such as Ethernet, for the actual, physical transmission to the next node in a network path. IP is the primary network protocol used on the Internet.

1.19 "ISDN User Part" or "ISUP" is the functional part of the Signaling System No. 7 (SS7) protocol, i.e., the part that specifies the interexchange signaling procedures for the set up and tear down of trunk calls between networks for calls over Public Switched Telephone Networks.

1.20 "Jointly Provided Exchange Access" means the situation where both Parties are collaborating to provide Exchange Access to a third party IXC or access customer. One Party will be directly connected to the third party IXC or access customer and a Customer of the other Party is attempting to make a Telephone Toll Service call using the third party IXC, or the third party IXC is attempting to complete a Telephone Toll Service call to the Customer of the other Party.

1.21 "Local Exchange Carrier" or "LEC" has the meaning given the term in the Act.

1.22 "Major Trading Area" ("MTA") means Major Trading Area as defined by the FCC in 47 C.F.R § 24.202(a).

1.23 "Mobile Application Part" or "MAP" is an application layer set of call processing messages via SS7 protocol which provides for setup and control of wireless calls via the public switched telephone network. The Mobile Application Part is the application-layer protocol used to access the Home Location Register, Visitor Location Register, Mobile Switching Center, Equipment Identity Register, Authentication Centre, Short message service center and Serving Global Positioning Support Node."

1.24 "Mobile Switching Center" or "MSC" is a switching facility that performs the switching for calls among and between CMRS subscribers and subscribers in other networks, including those that are a part of the Public Switched Network.

1.25 Originating Point" and "Terminating Point." The originating or terminating point for _____ TELEPHONE COMPANY shall be the end office serving the calling or called party. The originating or terminating point for HALO shall be the base station site which services the Halo customer at the beginning of the call.

1.26 "Originating Line Information Parameter " or "OLIP" conveys information about the originator of a call through the signaling network.

1.27 "Party" means either HALO or _____ TELEPHONE COMPANY, and "Parties" means HALO and _____ TELEPHONE COMPANY.

1.28 "Point of Interconnection" or "POI" for Direct Interconnection means a physical location within _____ TELEPHONE COMPANY's network which establishes the technical interface and point(s) for operational division of responsibility and the location where each Party's financial responsibility for facilities begins and ends. For Indirect Interconnection, the POI will be the location where a terminating Party receives a call from the Tandem Provider.

1.29 "Private IP-Based Interconnection or Network" shall mean dedicated private IP access and transit service(s) establishing connectivity between the parties' respective IP networks.

1.30 "Public IP-Based Interconnection or Network" shall mean IP access and transit services establishing connectivity between the parties' respective IP networks where the parties rely on the public Internet for connectivity.

1.31 Public Switched Network" is as defined in 47 C.F.R. § 20.3

1.32 "Reciprocal Compensation" refers to charges related to traffic subject to § 251(b)(5) and established consistent with § 252(d)(2) of the Act.

1.33 "Session Initiation Protocol" or "SIP" is an open network peer-to-peer communications IP protocol commonly employed for Voice over IP (VoIP) signaling, that is designed to support the traditional calling features of telecommunications services.

1.34 "Short Message Peer-to-Peer Protocol" or "SMPP" is an open, industry standard protocol designed to provide a flexible data communications interface for transfer of short message service across servers and gateways in the SMS network.

1.35 "Short Message Service" or "SMS" is a communication service component of the wireless communication network using standardized communications protocols that allow the exchange of short text messages.

1.36 "Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, MSCs, and other tandems.

1.37 "Telecommunications" is as defined in Section 153(43) of the Act.

1.38 "Telecommunications Carrier" is as defined in Section 153(44) of the Act.

1.39 "Telecommunications Traffic" has the meaning set out in 47 C.F.R. § 51.701(b)(2).

1.40 "Telephone Exchange Service" is as defined in Section 153(47) of the Act.

1.41 "Telephone Toll Service" is as defined in Section 153(48) of the Act.

1.42 "Termination" is as defined at 47 C.F.R. § 51.701(d).

1.43 "Third Party Provider" shall mean any other telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, or competitive LECs.

1.44 "Transiting Traffic" in this Agreement refers to Telecommunications Traffic that originates on one Party's network, transits a Tandem provider's network, and terminates on the other Party's network.

1.45 "Transport" is as defined in 47 C.F.R. § 51.701(c).

1.46 "Trunk Side" is the connection of a transmission path between two switching system.

1.47 "Voice over Internet Protocol" or "VoIP" is a general term for a family of transmission technologies for delivery of voice communications over IP networks such as the Internet or other packet-switched networks.

2.0 Scope

This Agreement sets forth the terms, conditions, and rates under which the _____ TELEPHONE COMPANY will fulfill its duties under §§ 251 and 252 of the Act.

2.1 HALO represents that it is a CMRS provider in MTA Number. _____ HALO'S NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number(s) ("OCN") 429F in the State of _____.

2.2 TELEPHONE COMPANY represents that it is an Incumbent LEC and provides services to Customers in MTA Number _____. _____ TELEPHONE COMPANY's NPA/NXXs are listed in the LERG under OCN _____.

2.3 Each Party is responsible for testing, loading, programming and updating its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such activities.

2.4 _____ TELEPHONE COMPANY shall provide dialing parity as required by § 251(b)(3) so as to permit its Customers within the MTA to dial the same number of digits to make a Telecommunications Traffic call as are dialed to make a Telephone Exchange Service call.

3.0 Interconnection of the Parties' Facilities

This Section describes the network architecture with which the Parties to this Agreement may Interconnect their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access.

3.1 Indirect Interconnection. Where Direct Interconnection has not been established the Parties may deliver Telecommunications Traffic originated on their networks through a Tandem provider. The originating Party is responsible for payment of any Tandem provider transit charges.

3.2 Direct Interconnection

3.2.1 Point of Interconnection. HALO will establish a single POI at a technically feasible point on _____ TELEPHONE COMPANY's network, including but not limited to the required minimal list of points stated at 47 C.F.R. § 51.305(a)(2).

3.2.2 Each Party shall be responsible for the facilities on its side of the POI. Either Party may, at their sole discretion, lease facilities from the other Party, as needed, to reach the POI. Prices applied for such leased facilities between the parties shall be TELRIC-based. Either Party may also lease facilities from third party providers in order to reach the POI.

3.2.3 HALO may elect to use IP-based technologies to establish Direct Interconnection with _____ TELEPHONE COMPANY. In that event, the terms related to POI above will still apply, with the addition of the option for Halo to elect either Public or Private IP-Based Direct Interconnection.

3.2.3.1 Public IP-Based Interconnection. If Halo elects to utilize Public IP-Based Direct Interconnection, each Party will provide the other Party with two (2) globally-unique public IP addresses; one (1) for

the delivery of Telecommunications Traffic and one (1) for the delivery of Jointly Provided Exchange Access. Each Party remains responsible for the facilities between the POI and each globally-unique public IP address it provides under this section.

3.2.3.2 Private IP-Based Interconnection. If Halo elects to utilize Private IP-Based Direct Interconnection, each Party will provide the other Party with two (2) locally-unique IP addresses; one (1) for the delivery of Telecommunications Traffic and one (1) for the delivery of Jointly Provided Exchange Access. These addresses may be either globally-unique public IP addresses or locally-significant private IP addresses, provided they are locally-unique at the POI. Each Party remains responsible for the facilities between the POI and each locally-unique IP address it provides under this section.

3.2.4 If HALO elects to use legacy SS7-based technologies to establish Direct Interconnection, the parties will establish 2-way trunks that connect the Parties' switching systems. Separate trunk groups will be established for (i) Telecommunications Traffic and (ii) meet-point trunks for Jointly Provided Exchange Access traffic. All SS7-based trunk groups shall be provisioned as two-way.

3.2.5 Regardless of the interconnection form that is employed, the same facilities may be used for both Telecommunications Traffic and Jointly Provided Exchange Access, with the traffic segregated by type as set forth above.

3.3 [RESERVED FOR MORE PHYSICAL INTERCONNECTION TERMS FOR BOTH SS7 AND IP; PENDING RECEIPT OF COST/NETWORK INFORMATION]

3.4 Technical Requirements and Standards

3.4.1 _____ TELEPHONE COMPANY will fulfill its duties under this Agreement at standards at least equal in quality and performance to those which _____ TELEPHONE COMPANY provides itself and others. HALO may request that _____ TELEPHONE COMPANY provide or fulfill a duty at a lesser quality.

3.4.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise provided, neither Party shall modify its network to the extent such modification will disrupt or degrade the other Party's use of the network. Each Party will provide the other Party reasonable written notice, of any such modifications to its network, which will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required as a consequence of this Agreement, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

3.4.3 If the parties agree to employ IP-based interconnection, the parties agree to adopt and use common industry technical requirements and standards,

including those relating to call flows, media management, signaling methods and protocols, routing algorithms, privacy types, codecs supported, among others.

4.0 Traffic Routing

4.1 The Parties agree that Telecommunications Traffic and Jointly Provided Exchange Access traffic will be routed consistent with industry guidelines (including those related to IP-based Interconnection), unless required by this Agreement or the Parties mutually agree to a different routing.

4.2 Signaling

4.2.1 Each Party will provide call control signaling in accordance with industry standards and applicable regulatory rules, including but not limited to 47 C.F.R. § 64.1601. Pending promulgation of final rules, the Parties will apply and use the proposed signaling rules set out in NPRM and FNPRM, *Connect America Fund et al.*, WC Docket Nos. 10-90 *et al.*, FCC 11-13, _ FCC Rcd. _ (Feb. 9, 2011) and published at 76 Fed. Reg. 11632 (March 2, 2011).

4.2.2 If the Parties connect using SS7-based technologies they will follow applicable industry standards including: ISDN User Part ("ISUP") for trunk signaling; Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling (CCS)-based features; and, the Parties will mutually interwork the Mobile Application Part ("MAP") for, among other things, user authentication, roaming, and SMS functionality.

4.2.3 If the Parties connect using IP-based technologies they will follow applicable industry standards including Session Initiation Protocol ("SIP") for call control, signaling, and support of features. In addition, the Parties will mutually interwork the Short Message Peer-to-Peer Protocol ("SMPP") to support SMS functionality.

4.2.4 IP-based and/or SS7 call control related information shall be shared between the Parties at no charge to either Party.

5.0 Reciprocal Compensation

5.1 Rates - HALO and _____ TELEPHONE COMPANY shall reciprocally compensate one another for the transport and termination of Telecommunications Traffic at the prices specified in Appendix A.

5.2 Billing Increments – Billed minutes will be based upon Conversation Time (a) from actual usage recordings by the Parties, or (b) records provided by a Tandem provider.

6.0 Jointly Provided Exchange Access

6.1 The Parties will establish Meet Point Billing (MPB) arrangements for Jointly Provided Exchange Access in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents as amended from time to time. Except as modified herein, MPB will be determined during joint network planning.

6.2 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Jointly Provided Exchange Access traffic handled by the Parties via the MPB arrangement. The

exchange of Access Usage Records (AURs) to accommodate meet point billing will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

6.3 Billing via the MPB arrangement will be according to the multiple bill single tariff method. As described in the MECAB document each Party will render a bill for its portion of the service, using its own Exchange Access rates, to the Exchange Access Customer.

6.4 MPB will also apply to all jointly provided traffic bearing the 900 or toll free NPAs, (e.g., 800, 877, 866, and 888 NPAs or any other non-geographic NPAs) which may likewise be designated for such traffic. The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

7.0 911/E911.

The Parties agree that this Agreement does not provide for the exchange of 911/E911 traffic.

8.0 HALO WILL PROPOSE RESALE TERMS AFTER RECEIPT OF THE PREVIOUSLY REQUESTED INFORMATION

9.0 HALO WILL PROPOSE STRUCTURE TERMS AFTER RECEIPT OF THE PREVIOUSLY REQUESTED INFORMATION

10.0 HALO WILL PROPOSE COLLOCATION TERMS AFTER RECEIPT OF THE PREVIOUSLY REQUESTED INFORMATION

11.0 Audits

11.1 The Parties will be responsible for the accuracy and quality of the data as submitted to the other Party. Either Party or its authorized representative may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement not more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement.

11.2 Any audit will be performed as follows: (a) following at least sixty (60) business days prior written notice to the audited Party, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (3) in a manner so as not to interfere with the audited Party's business operations, and (f) in compliance with the audited Party's security rules.

11.3 Adjustments, credits or payments shall be made and corrective action taken shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

11.4 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by the Party as related to settlement charges or payments made in connection with this Agreement. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such

information as is necessary to determine amounts receivable or payable under this Agreement.

11.5 Either Party's right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of the Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.

11.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party.

12.0 Billing

12.1 Billing shall be based on terminating usage recordings where technically possible. For arrangements involving a Tandem provider, billing shall be based on the information provided by the Tandem provider, subject to each Party's right to challenge, correct, audit and amend billings within 12 months if and to the extent that the Tandem provider's records prove to be unreliable. If either Party asserts that the Tandem provider's records are not reliable, the challenging Party shall provide notice to the other Party and each Party shall cooperate using any available means to verify the Tandem provider's records.

For Billing invoices or questions:

HALO	_____ TELEPHONE COMPANY
OCN 429F Halo Wireless, Inc. Attn: Jason Menard 2351 West Northwest Hwy Site 1204 Dallas, TX 75220 214-447-7310 (phone) 817-338-3777 (facsimile)	OCN xxxx _____,Authorized Representative Address City , State ZIP xxx-xxx-xxxx (phone) xxx-xxx-xxxx (facsimile)

12.2 When Indirect Interconnection is used and if the terminating Party is unable to use its terminating records or the Tandem provider's records as the basis for billing Reciprocal Compensation, the terminating Party may request that the originating Party provide sufficient call detail to generate a bill.

12.3 The Parties shall pay each other within forty-five (45) days from the date of the billing statement, unless a Party timely submits a billing dispute. The Parties shall pay a late charge on any undisputed charges, which are not paid within the forty-five (45)-day period. The rate of the late charge shall be the lesser of one and one half percent (1.5%) per month, compounded monthly, on the unpaid balance or the maximum amount allowed by law.

12.4 If either Party disputes a billing statement issued by the other Party, the disputing Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within sixty (60) days of the statement date, or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

12.5 A Party must submit billing disputes to the other Party as to any previously paid undisputed amounts within twenty-four (24) months from the due date of the original amount paid.

12.6 All charges for services provided pursuant to this Agreement shall be billed within one (1) year from the time the service was provided. Charges for services provided pursuant to this Agreement which are not billed within one year from the time the service was provided shall be deemed to be waived by the billing party.

12.7 If Telecommunications Traffic does not exceed one thousand (1,000) minutes of use in a billing month, the Parties agree that the volume of traffic will be deemed *de minimis* for that month and neither Party will bill the other for any such *de minimis* traffic.

13.0 Network Maintenance and Management for Direct Interconnection

13.1 Each Party is individually responsible to provide the facilities that are necessary for routing, transporting, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the prescribed format, and to terminate the traffic it receives in the prescribed format to the proper address on its network.

13.2 SS7-Based Interconnection. All interconnection facilities supporting SS7-based interconnection will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. SS7-based two-way trunks will be engineered to a P.01 grade of service. (The technical reference for SS7 based DS1 facilities is Telcordia TR-NWT-000499. The technical reference for SS7 based trunks is Telcordia TR-NPL-000145.)

13.2.1 IP-Based Interconnection. All interconnection facilities supporting IP-based interconnection will be at a bandwidth equal to or great than a DS1 level and will conform to industry standards. IP-based trunks will be engineered to a P.01 grade of service.

13.2.2 The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (*e.g.*, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

13.2.3 The Parties shall each provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events.

13.2.4 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to Customers, causes electrical hazards to either Party's personnel; or, damage to either Party's equipment or malfunction of either Party's equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably

determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of continued operation may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse operation forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

13.2.4.1 Promptly notify the other Party of such temporary discontinuance or refusal;

13.2.4.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and,

13.2.4.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

13.3 Maintenance of Service - When one Party reports trouble to the other Party for clearance and no trouble is found in the second Party's network, the reporting Party shall be responsible for payment of a Maintenance of Service Charge for the period of time when the second Party's personnel are dispatched. In the event of an intermittent service problem that is eventually found to be in the second Party's network, the reporting Party shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

13.3.1 If a Party reports trouble to the other Party for clearance and the other Party's personnel are not allowed access to the reporting Party's premises, the Maintenance of Service Charge will apply for the time that the non-reporting Party's personnel are dispatched; provided that the Party's have arranged a specific time for the service visit.

14.0 Number Portability

14.1 The Parties will follow and implement the FCC's Local Number Portability (LNP) rules, and mutually support LNP. LNP orders will be exchanged using industry standard forms. Neither Party shall require any information in addition to that prescribed by current FCC rules and decisions.

14.2 When a Party ports a Customer's telephone number to its switch, that Party shall become responsible for the Customer's E911 record and other Telecommunications-related items.

14.3 Neither Party will charge the requesting Party for LSRs or the associated Customer Service Records (CSRs).

14.4 Some of the Telecommunications Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported out by one or the other Party to a third party network. In such cases, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network.

14.5 The Parties shall perform LNP database query, routing, and transport in accordance with rules and regulations as prescribed by the FCC and the FCC approved guidelines of the North American Number Council ("NANC").

14.6 For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers within NXXs