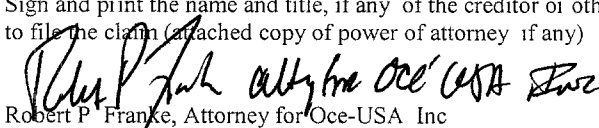
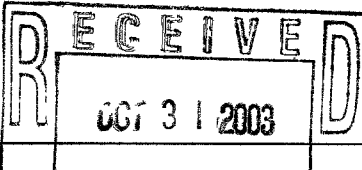



United States Bankruptcy Court, Southern District of New York (Manhattan)		PROOF OF CLAIM
Name of Debtor Allegiance Telecom, Inc	Case Number 03-13057-rdd - Chapter 11	REC'D NOV 11 2003
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		FILED
Name of Creditor (The person or other entity to whom the debtor owes money or property) Oce-USA, Inc	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	U.S.B.C. SOUTHERN DISTRICT OF NEW YORK ALLEGIANCE TELECOM, INC 03-13057 (RRD) 1252
Name and address where notices should be sent Robert P Franke Strasburger & Price L.L.P. 901 Main Street Suite 4300 Dallas Texas 75202	Telephone number (214) 651-4300	This Space Is For Court Use Only
Account or other number by which creditor identifies debtor	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated	
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other Lease/Maintenance Agreement	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your SS# _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2 Date debt was incurred See Claim Summary	3 If court judgment, date obtained	
4 Total Amount of Claim at Time Case Filed <u>\$232 60</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____	6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,650) *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease or rental of property or services for personal, family or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(____). * Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8 Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9 Date-Stamped Copy to receive an acknowledgment of the filing of your claim, enclose a stamp, self-addressed envelope and copy of this proof of claim.		This Space is for Court Use Only
Date 10/28/03	Sign and print the name and title, if any, of the creditor or other person authorized to file the claim (attached copy of power of attorney, if any).  Robert P. Franke, Attorney for Oce-USA, Inc.	 CLAIMS PROCESSING CENTER USBC SDNY Allegiance Claim  01293
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both.		

CLAIM SUMMARY

Allegiance Telecom, Inc , Jointly Administered
Case No 03-13057
Claimant Oce-USA, Inc

Oce-USA, Inc (“Oce”) is a creditor holding this claim against Allegiance Telecom, Inc (“Debtor”) Oce leased an Oce 3165 (s/n 4457) and an Oce 1661 (s/n 10239) to the Debtor under a Term Lease Agreement dated January 23, 2001 (“Term Lease”) A copy of the Term Lease is attached hereto as Exhibit A Oce invoiced the Debtor on a monthly basis for rent, maintenance and excess meter charges As of the date of the bankruptcy filing, the Term Lease had not expired and there was one outstanding invoice for maintenance and excess meter charges A copy of invoice 2333898 is attached hereto as Exhibit B Maintenance charges have been prorated as of the date of the bankruptcy filing and Oce’s



Océ-USA, Inc.

Customer Agreement

U11953

Order Type Term Rental Term Lease Master Frequent Copy Rental Equipment Rental Equipment Purchase Maintenance Software License Other _____

Océ Office Systems Océ Engineering Systems

MFCR Schedule Number _____ Amendment _____ Agreement Number _____

ISO 9002 certified

<p>1 CUSTOMER'S BILLING ADDRESS</p> <p>CUSTOMER NAME <u>Allegiance Telecom, Inc.</u></p> <p>CUSTOMER CONTACT <u>Ken Close</u></p> <p>PHONE <u>708-836-5215</u> EXT _____</p> <p>ADDRESS <u>4 Westbrook Corp, Suite 400</u></p> <p>CITY <u>Westchester</u> STATE <u>IL</u> ZIP <u>60154</u></p>	<p>2 CUSTOMER'S INSTALLATION ADDRESS</p> <p>CUSTOMER NAME <u>Allegiance Telecom, Inc.</u></p> <p>CUSTOMER CONTACT <u>Joe Miles</u></p> <p>PHONE <u>214-853-7100</u> EXT _____</p> <p>ADDRESS <u>9201 N. Central Expressway</u></p> <p>CITY <u>Dallas</u> STATE <u>TX</u> ZIP <u>75231</u></p> <p>COUNTY <u>Dallas</u></p>
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3 Product/Equipment Description <small>(Include serial numbers and meter counts when required)</small>	S/W Lic	QTY	4 Unit Price	Extended Price	Trade-in Adjustment	Installation Delivery	Total Net Price
A <u>In-Place 3165 Network Printer</u>		<u>1</u>					
B <u>ser# 316504457</u>							
C							
D							

<p>Warranty Period _____</p> <p>Requested Delivery Date <u>1-23-01</u></p>	<p>5 Trade In Equipment</p> <p>Manufacturer _____</p> <p>Model/Serial _____</p>	<p>6 Pre pack</p> <p>Excess Rigging _____</p> <p>Down Payment _____</p> <p>(Exclusive of Sales/Use Tax & Maintenance) Total _____</p>
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<p>7 Pre-pack/Initial Supply Order</p> <p>Carton Toner QTY @ \$ /ctn</p> <p>OS Only Box Staples QTY @ \$ /ctn</p>	<p>10 Term Rental, Term Lease or Master Frequent Copy Rental Information</p> <p>Agreement Term <input checked="" type="checkbox"/> 24 Mo <input type="checkbox"/> 48 Mo <input type="checkbox"/> 60 Mo <input type="checkbox"/> Other</p> <p style="text-align: center;">Minimum Payment</p> <p style="font-size: 1.2em;">\$ <u>506.98</u></p> <p>Cost Per Copy \$ _____</p> <p>Purchase Option <u>1.00</u></p> <p>Payment Mo 1 to <u>36</u> \$ <u>506.98</u></p> <p>Payment Mo to \$ _____</p> <p>Payment Mo to \$ _____</p>
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<p>8 Purchase Order Information</p> <p><small>(Purchase orders are for billing purposes only)</small></p> <p>Customer Requires Purchase Order <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Equipment # _____</p> <p>Maintenance # _____</p> <p>Other # _____</p>	<p>11 Billing Frequency</p> <p>Minimum Payment <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly</p> <p>Copy Allowance <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly</p>	<p>12 Copy Allowance</p> <p><u>25,000/mo.</u></p> <p><input checked="" type="checkbox"/> Copies <input type="checkbox"/> Units <input type="checkbox"/> Sq Ft <input type="checkbox"/> Linear Ft</p>
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Equipment Maintenance, Rental or Software Agreement Information						Excess Meter Charge
13 Specific Service Plan	Service Zone	Minimum Service Charge	14 Optional Service Coverage	Minimum Service Charge	Additional Fees	\$ <u>0.0126 ea.</u>
A <u>Reg.</u>		\$ <u>511.50</u>		\$ _____	\$ _____	15 Supplies Metered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B		\$ _____		\$ _____	\$ _____	16 K-18 Summer Maintenance Opt. (OS only)
C		\$ _____		\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
D		\$ _____		\$ _____	\$ _____	Which Month(s) (circle) Jun Jul Aug

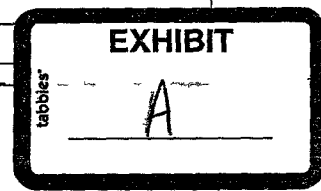
Acceptance

Customer signature acknowledges receipt of 3 (#) documents (see Yes boxes filled in below) which are incorporated into this document by reference

<table border="0"> <tr> <td>Common Terms and Conditions</td> <td>Dated 01/98</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Equipment Purchase Terms and Conditions</td> <td>02/97</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> </tr> <tr> <td>Maintenance Service Terms and Conditions</td> <td>02/97</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Term Rental Terms and Conditions</td> <td>11/97</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> </tr> <tr> <td>Term Lease Terms and Conditions</td> <td>11/97</td> <td>Yes <input checked="" type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Master Frequent Copy Rental Terms and Conditions</td> <td>11/97</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> </tr> <tr> <td>Rental Terms and Conditions</td> <td>02/97</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> </tr> </table>	Common Terms and Conditions	Dated 01/98	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Equipment Purchase Terms and Conditions	02/97	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Maintenance Service Terms and Conditions	02/97	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Term Rental Terms and Conditions	11/97	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Term Lease Terms and Conditions	11/97	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Master Frequent Copy Rental Terms and Conditions	11/97	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rental Terms and Conditions	02/97	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<table border="0"> <tr> <td>Software License Terms and Conditions</td> <td>Dated 2/97</td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> </tr> <tr> <td>Equipment Trade In Agreement</td> <td></td> <td>Yes <input type="checkbox"/></td> <td>No <input checked="" type="checkbox"/></td> </tr> <tr> <td>Other _____</td> <td></td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Other _____</td> <td></td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Other _____</td> <td></td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> <tr> <td>Other _____</td> <td></td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> </tr> </table>	Software License Terms and Conditions	Dated 2/97	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Equipment Trade In Agreement		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Other _____		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Other _____		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Other _____		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Other _____		Yes <input type="checkbox"/>	No <input type="checkbox"/>
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<p>Customer _____</p> <p>Customers Signature <u>Joe Miles</u></p> <p>Name (Print Please) <u>Joe Miles</u></p> <p>Title <u>Facility Manager</u> Date <u>01/23/01</u></p>	<p>Océ USA, Inc</p> <p>Sales Acknowledgement <u>Chadwick</u></p> <p>Océ USA Inc Acceptance Signature _____</p> <p>Title _____ Date _____</p>
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Océ USA INC TERMS AND CONDITIONS NOTED ABOVE WHICH CUSTOMER ACKNOWLEDGES HE HAS READ SUPERSEDE ANY OTHER WRITTEN OR ORAL AGREEMENTS INCLUDING ANY TERMS IN THE CUSTOMER'S PURCHASE ORDER OR OTHER CONTRACT DOCUMENTS



Oce USA, Inc Term Lease Agreement.

The following Terms and Conditions are in addition to the Common Terms and Conditions section of this Agreement

- 1 **EFFECTIVE DATE/LEASE TERM/OPTION TO PURCHASE/RENEWAL**
This Agreement shall become effective on the earlier of (a) the date it is executed by the Lessor or (b) The date of installation of Equipment as defined in the Common Terms and Conditions and shall continue in effect for the lease term (Lease Term) The Lease Term shall be the number of months indicated on the front page of this Agreement commencing on the installation Date At the expiration of the Lease Term Lessee may if not in default hereunder upon thirty (30) days written notice prior to the end of the initial Lease Term (a) purchase the Equipment for the amount specified on the front page hereof (b) renew this Agreement for additional twelve (12) month periods upon the same terms and conditions or (c) return Equipment at its expense to the nearest Lessor service location for such Equipment If notice is not received by Lessor as indicated above (b) shall be deemed to have been selected
- 2 **PAYMENTS**
Lessee shall promptly pay to Lessor the amount of Lease payments set forth on the front page of this Agreement as respective Minimum Lease Payments in respect to each item(s) of Equipment The first Minimum Lease Payment and renewal payments shall be made monthly in advance unless agreed to otherwise in writing To the extent permitted by applicable law whenever a Lease Payment or other charge is received by Lessor more than ten (10) days after the due date thereof the Lessee shall pay to Lessor on demand a sum equal to one and one-half percent (1 1/2 %) per month of the overdue amount or the highest amount permitted by law Except as otherwise specifically provided in this Agreement the obligation of Lessee to pay the Minimum Lease Payments and any other charges including the charges under Section 6 of this Agreement which may be required hereunder is absolute and unconditional and is not subject to any deduction credit setoff defense counterclaim abatement or recoupment for any reason whatsoever
- 3 **COVENANTS OF THE LESSEE**
Lessee covenants and agrees that during the Lease Term it will (a) cause the installation site(s) of the Equipment to conform to Lessor's published site survey requirements (b) provide at no charge access to the Equipment a telephone and adequate storage space for a reasonable quantity of replacement parts (c) maintain the Equipment in good working order reasonable wear and tear excepted (d) keep the Equipment at the location set forth on the front page of this Agreement (e) not misuse or abuse the Equipment (f) operate and use the Equipment in accordance with the procedures described in the instruction manual(s) for the Equipment provided by Lessor as the same may be amended from time to time (g) comply with all laws relating in any way to the use operation and maintenance of the Equipment (h) obtain and maintain in force all licenses and permits applicable to the Equipment and the use thereof (i) attach and at all times keep affixed to the Equipment such labels as Lessor may direct for the purpose of giving notice to all third parties that the Equipment is owned by Lessor or one of its affiliates (j) not make any repairs alterations additions modifications or improvements to the Equipment without the prior written consent of Lessor provided that any repair alteration addition modification or improvement which may be made to the Equipment shall immediately become the property of Lessor (k) permit Lessor to inspect the Equipment at any time during normal business hours (l) pay Lessor for all repairs replacement parts and service charges required to repair and replace the Equipment or any of its parts arising out of the negligence or misuse thereof by Lessee or any other party (m) enter into and maintain in full force and effect a Lessor Maintenance Service Agreement or an equivalent service agreement reasonably acceptable to Lessor with respect to the Equipment for the entire duration of the Lease Term and (n) indemnify Lessor and hold Lessor harmless from all claims or other proceedings including all costs judgments expenses damages attorney's fees and other liabilities arising out of the selection delivery possession use operation or return of the Equipment
- 4 **DEFAULT**
An event of default (Event of Default) shall occur upon the occurrence of all or any one of the following events (a) Lessee does not pay when due any amount owed to Lessor (b) Lessee ceases doing business as a going concern (c) Lessee makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due (d) Lessee files or has filed against it a petition in bankruptcy or for its reorganization arrangement composition or readjustment under the federal bankruptcy code or any state insolvency law Lessee liquidates all or a substantial part of its assets not in the ordinary course of business ceases to do business or dissolves or takes other similar action or (e) Lessee shall default in the performance of any of its Obligations to Lessor or any of its assignees arising under this Agreement or any other agreement between the Lessee and Lessor
- 5 **REMEDIES**
Upon the occurrence of an Event of Default Lessor may at its option and without notice or demand exercise all or any one or more of the following remedies a) declare immediately due and payable all Lease Payments and all other sums due or to become due hereunder or under any other agreement between Lessee and Lessor (b) terminate all of its obligations arising under this Agreement and any other agreement between Lessee and Lessor (c) require Lessee at its expense to immediately return the Equipment to the nearest Lessor service location fully insured against all risks (d) enter premises where any of the Equipment is located and repossess all or any part of the Equipment or (e) exercise all other legal and equitable remedies which Lessor may have The foregoing remedies shall be deemed to be cumulative and may be exercised successively or concurrently in the discretion of Lessor as permitted by law The Lessee will reimburse Lessor for all fees costs and expenses including all attorneys fees costs and expenses incurred by Lessor to enforce all or any of its rights arising hereunder To the extent permitted by applicable law Lessee waives all rights and remedies conferred upon Lessee by sections 2A 508 through 2A 522 of the Uniform Commercial Code
- 6 **TAXES AND OTHER CHARGES**
The Lessee covenants and agrees to pay all federal state and local assessments fees and taxes (collectively called the "Taxes") except those based on Lessor's income or net worth which may now or hereafter be imposed or levied upon the sale purchase ownership maintenance supplies transportation installation other charges lease possession or use of Equipment Lessee agrees to reimburse and to indemnify and to hold Lessor harmless from and against the Taxes
- 7 **TITLE/SECURITY INTEREST/RISK OF LOSS**
A **TITLE** The Equipment is and shall remain the exclusive property of Lessor or its assignee The Equipment is and shall remain personal property notwithstanding that the Equipment or any part thereof may now or hereafter become in anyway affixed or attached to real property or any improvements thereon
B **SECURITY INTEREST** Lessee hereby grants to Lessor a security interest in all of the Equipment described herein together with all spare parts accessories attachments replacements substitutions and additions thereto now or hereafter acquired by Lessee and the proceeds thereof including insurance proceeds (the Collateral) for the purpose of securing the payment and performance of all of the Obligations and under any other agreement between the Lessee and Lessor Lessee hereby grants to Lessor a power of attorney to sign Lessee's name on any financing statement which perfects the security interest in the Equipment granted to Lessor hereunder and upon the occurrence of an assignment or Event of Default on Lessee's behalf to execute and file such financing statements notices of lien and any other documents pertaining to this Agreement or the Collateral and any assignment thereof Lessor shall have the right to file this Agreement with such governmental authority as may be required to perfect the security interest granted to Lessor hereunder
C **RISK OF LOSS** Risk of loss damage to or destruction of the Equipment shall pass to Lessee at the FOB shipping point If the Equipment is lost stolen damaged or otherwise rendered unusable or normal use Lessee shall pay Lessor an amount equal to the replacement cost of the Equipment or the unpaid balance of the remaining Minimum Lease Payments whichever is greater
- 8 **INSURANCE**
During the term of this Agreement and until the performance by Lessee of all its Obligations hereunder Lessee at all times shall maintain the Equipment insured against all risks including without limitation risks of loss damage and public liability and property damage in such form for such amounts and with such insurance carriers as shall be satisfactory to Lessor Lessor shall be named as an additional insured party and loss payee and such policy shall provide that (a) the policy may not be altered or canceled by the insurer without thirty (30) calendar days prior written notice to Lessor (b) Lessor shall have the right but not the obligation to maintain the insurance in effect and (c) all losses shall be adjusted only with and paid to Lessor The Lessee shall deliver a copy of the insurance policy and any certificates of insurance to Lessor The proceeds of such insurance resulting from any loss damage return of premium or otherwise shall be applied toward the replacement or repair of the Equipment or the payment of the obligations of the Lessee at the option of Lessor Lessee hereby appoints Lessor as Lessee's attorney in fact to make claims for to receive payment of and to execute or endorse all documents checks or drafts for loss or damage or the return of premium under any insurance policy issued on the Equipment
- 9 **ASSIGNMENT BY OCE**
ALL RIGHTS AND OBLIGATIONS OF OCE ARISING HEREUNDER MAY BE ASSIGNED ENCUMBERED PLEDGED MORTGAGED TRANSFERRED OR OTHERWISE DISPOSED OF EITHER IN WHOLE OR IN PART WITHOUT NOTICE TO OR THE CONSENT OF THE CUSTOMER IN THE EVENT OCE ASSIGNS THIS AGREEMENT OR ANY RIGHT OR INTEREST THEREIN FOR ANY REASON THE BREACH OR DEFAULT BY OCE UNDER THIS AGREEMENT OR UNDER ANY OTHER AGREEMENT BETWEEN OCE AND THE CUSTOMER SHALL NOT EXCUSE PERFORMANCE BY THE CUSTOMER OF ANY OF ITS OBLIGATIONS IN SUCH EVENT THE CUSTOMER SHALL PURSUE ANY RIGHT OR REMEDY WHICH IT MAY HAVE SOLELY AGAINST OCE AND THE CUSTOMER SHALL HAVE NO RECOURSE AGAINST ANY ASSIGNEE OF OCE OR ANY OTHER PERSON NO PERSON WHO IS NOT AFFILIATED WITH OCE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION REQUIRED TO BE PERFORMED BY OCE UNDER THE TERMS OF THIS AGREEMENT THE CUSTOMER SHALL RECOGNIZE EACH SUCH ASSIGNMENT AND THE OBLIGATIONS OF THE CUSTOMER WILL NOT BE AFFECTED INTERRUPTED OR ABATED NOTWITHSTANDING ANY EVENT OR CIRCUMSTANCE WHATSOEVER

Océ-USA, Inc Common Terms and Conditions

1 DEFINITIONS

Product shall mean hardware equipment software options documentation accessories and upgrades listed on Océ's price list as of the date Océ receives Customer's order

Hardware Equipment

The Hardware Equipment to be delivered pursuant to this Agreement will be newly manufactured remanufactured factory produced new or used at Océ's sole discretion **Newly Manufactured Equipment** Equipment which has been newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications **Factory Produced New Model Equipment** which has been subject to a process of disassembly cleaning refinishing replacement of defective components with new or used components and have been converted to new model status Such equipment is newly serialized equipment with new features and/or functions Customer is the first user of this equipment which is fully tested to assure product performance and reliability specifications **Remanufactured Equipment** Equipment which has been subject to a process of disassembly cleaning refinishing replacement of defective components with new or used components This equipment is fully tested to assure product performance and reliability specifications **Used Equipment** equipment which is maintained under Océ's authorized technical standards This equipment is not remanufactured and is offered without warranty

Software/options/documentation/accessories/upgrades shall mean one or more programs capable of operating on a computer processor or controller which is either listed separately on a Software Product price list included with another Product on the price list or fixed in hardware and not removable in normal operation

2 DELIVERY

DELIVERY Delivery will be made to the Installation Address set forth on the front page of this Agreement Customer shall pay all delivery charges related to the Equipment and/or Software Customer will also be responsible for any extra charges including inside delivery and/or rigging required for installation Such charges shall be separately invoiced to and paid by Customer **EQUIPMENT SHIPPING DATES ARE APPROXIMATE ONLY Océ SHALL NOT BE LIABLE FOR ANY DAMAGES IF FOR ANY REASON Océ FAILS TO MEET THE REQUESTED DELIVERY SCHEDULE**

3 INSTALLATION

A Océ installation when included in the purchase price will be deemed complete when the Product passes Océ's installation and test procedures This determines the installation date (Installation Date)

B For purchase of in place Product the Installation Date is the date this Agreement is executed by Océ

C At the time of delivery and during any applicable warranty period Customer agrees at Customer expense that the Equipment installation site shall conform to Océ's published site survey requirements

D Acceptance by Customer will occur upon delivery for Product which does not include installation in the purchase price Acceptance will be presumed unless Customer demonstrates within fourteen (14) days after delivery that the Product does not meet Océ's established test procedures or programs

E Customer shall execute a license agreement with the software licensor for each software component delivered as part of the Product specified on the front page of the Customer Agreement prior to using the software

4 WARRANTY

A **Hardware** The warranty for Hardware Equipment shall commence on the Installation Date and continue for the period set forth in the warranty period section on the front page of this Agreement During the warranty period Océ shall repair or at its sole discretion replace Hardware Equipment or parts thereof determined by Océ to be defective in material or workmanship and shall provide service adjustments within the Océ service area during its normal business hours at no charge as determined necessary upon inspection by an authorized Océ Service Representative Any repair replacement of parts and/or service adjustment required because of misuse improper care or storage negligence alteration accident use of incompatible supplies or lack of specified maintenance with respect to the Hardware Equipment is not covered by this warranty nor is the replacement of expendable items including but not limited to exposure and projection lamps viewing screens and photoconductors Services provided by Océ that are not covered by this warranty or that are provided during other than normal Océ business hours or are outside the Océ service area will be at Customer expense **IN PLACE HARDWARE EQUIPMENT IS SOLD AS IS WHERE IS WITHOUT ANY WARRANTY WHETHER EXPRESSED OR IMPLIED**

B **Software** Software warranty is described in the license agreement

THE WARRANTIES STATED HEREIN APPLY ONLY TO CUSTOMER AND ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

5 LIMITATION/DISCLAIMER OF LIABILITY

A **LIMITATION** THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW Océ LIMITS LIABILITY RELATED TO THE MANUFACTURE DELIVERY OR USE OF THE PRODUCT AND/OR SUPPLIES USED IN CONNECTION WITH THE PRODUCT OR THE PROVISION OF SERVICES FOR THE PRODUCT AS FOLLOWS FOR DIRECT DAMAGES Océ's LIABILITY IS LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT WHICH IS THE SUBJECT OF THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT TORTIOUS CONDUCT INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR ANY OTHER THEORY

B **DISCLAIMER OF LIABILITY** Océ DISCLAIMS LIABILITY FOR INDIRECT, INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE REVENUE OR PROFIT) WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT TORTIOUS CONDUCT INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR ANY OTHER THEORY

C **NO ACTION REGARDLESS OF FORM ARISING OUT OF THE USE OF PRODUCT OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED**

6 ASSIGNMENT

Without the prior consent of Océ and until the Product is paid in full Customer shall not (a) assign transfer or pledge the Product or this Agreement (b) resell lease or lend Product or permit it to be used by anyone other than Customer Customer's employees or other authorized users or (c) permit a lien or encumbrance of any kind against the Product

7 MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois Customer agrees that the State and Federal Courts which sit in the State of Illinois shall have exclusive jurisdiction of all controversies and disputes arising hereunder and hereby submits to the jurisdiction thereof In any action by a party to enforce its rights hereunder the non-prevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees) Except for obligations of payment neither Océ nor Customer shall be liable for nonperformance caused by circumstances beyond their control including but not limited to work stoppages floods and Acts of God Océ will defend Customer from and pay any ultimate judgment for direct infringement in the United States by Product of any Patent trademark trade secret protected semiconductor chip mask work or copyright if Customer promptly notifies Océ in writing of any alleged infringement allows Océ to defend and cooperates with Océ Océ is not responsible for any non Océ litigation expenses or settlements unless Océ agrees to them in writing Océ is not liable for any infringement due to Product being made or modified by Customer or Customer requested specifications or design or being used or sold in combination with equipment software or supplies not provided by Océ Océ makes no other express or implied warranty of infringement and has no other liability for infringement (even if not alleged) Océ may at its option at no charge to Customer obtain a license to use modify or substitute an equivalent item for the infringing equipment or software This Agreement shall constitute the entire Agreement between Customer and Océ with respect to Product notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to Océ Any and all representations promises warranties or statements by Océ's agent that differ in any way from the terms and conditions of this Agreement shall have no force or effect This Agreement may be amended only by a written instrument executed by both parties Customer represents that the person signing this Purchase Agreement on behalf of Customer is a duly authorized representative of Customer and has the authority to execute this Purchase Agreement on Customer's behalf Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating any of the remaining terms or conditions of this Agreement To the extent permitted by law Customer waives any law which would otherwise render any such provision hereof or of any related document invalid or unenforceable The waiver or failure of Océ to enforce any provision of the Agreement on one or more instances will not constitute or be deemed to be a permanent waiver of such provision

Oce-USA, Inc Equipment Maintenance Agreement

The following Terms and Conditions are in addition to the Common Terms and Conditions section of this Agreement

1 ORDER

The Customer requests and Océ USA, Inc. ("Océ") agrees to provide (a) maintenance service for equipment identified herein that is not currently under an Océ maintenance agreement or (b) continue maintenance service following expiration of the current term of an existing Océ maintenance agreement in accordance with the terms and conditions set forth herein. As used herein, the term "Equipment" has reference to the unit or units of equipment in connection with which service shall be provided.

2 TERM/TERMINATION

Service under this Agreement shall commence on the Effective Date. If the Equipment is on warranty, the Effective Date shall be the day immediately following expiration of the warranty period. For Equipment currently being maintained by Océ on a maintenance agreement, the Effective Date shall be the date immediately following expiration of the current term thereof, unless Customer and Océ agree otherwise in written instrument signed by both parties. For all other Equipment, the Effective Date shall be the date indicated herein.

This Agreement shall remain in effect until terminated in the manner set forth herein. Unless to do so would constitute breach of another agreement between Customer and Océ, either party may terminate this Agreement by giving the other at least ninety (90) days prior written notice. Notice of termination by Customer must be accompanied by payment of all amounts then due hereunder without set off.

3 SERVICE CHARGE

The Customer shall pay the monthly minimum and, if applicable, usage fees measured by meter or other means ("Service Charge") when due, without offset or deduction of any kind. Meter readings, if applicable, shall be provided at the end of each month by Customer on forms or other means supplied by Océ. Should such readings not be provided in a timely fashion, charges may be estimated by Océ. Supplies may or may not be included under this Agreement as indicated on the front page hereof. If supplies are not included, the Customer must order and Océ will invoice and Customer shall pay such invoice upon receipt. If supplies are included, they will be supplied by the Océ service technician at no additional charge. Océ shall invoice the monthly minimum fee in advance and shall invoice usage fees monthly in arrears. Invoices are due net upon receipt. The Customer shall pay all taxes arising from this Agreement, except income taxes measured by the income of Océ. A late charge of one and one-half (1 1/2%) per month or the highest amount permitted by law will be charged on any unpaid balance owed to Océ which remains unpaid for thirty (30) days or more after the date of the invoice.

4 PRICE AND TERMS AND CONDITIONS CHANGES

Océ shall have the right to change prices and terms and conditions for the services performed hereunder effective one year after the Effective Date, and at the end of every twelve (12) month period thereafter. Excluding supplies, prices may be increased at a rate not to exceed ten percent (10%) charged during the previous twelve (12) month period.

5 SERVICE AVAILABILITY

Océ will guarantee service availability for seven (7) years from original installation with unlimited copies for newly manufactured Equipment, or five (5) years with unlimited copies for remanufactured Equipment, after which service availability may be extended on an annual basis at Océ's sole discretion, and may be conditioned on remanufacturing at the Customer's expense including installation and removal fees. This service availability requires the Equipment to be maintained on an Océ maintenance agreement at all times.

6 MAINTENANCE SERVICES/EXCLUSIONS

A MAINTENANCE SERVICES Service consists of the repair and/or replacement of parts and subassemblies to keep the equipment in good working order. Parts required for repair may be used or remanufactured in accordance with Océ's specifications and replaced parts shall be the property of Océ. Services will be provided during Océ's established service availability hours, normally between 8:30 AM and 5:00 PM, and only within areas designated for repair services. The Customer shall permit Océ to install, at no cost to the Customer, all retrofits designated by Océ as mandatory.

B EXCLUSIONS The following are not within the scope of services described in Section 6A above: (1) provision and installation of optional retrofits; (2) enhancement of any feature of the Equipment; (3) services connected with Equipment relocation; (4) installation/removal of accessories, attachments, or other devices; (5) exterior painting or refinishing of Equipment; (6) maintenance, installation, or removal of Equipment or devices not provided by Océ; (7) performance of normal operator functions as described in applicable Océ operator manual(s); (8) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Equipment, tampering, service by other than Océ, causes other than ordinary use, improper supplies, or accessories interconnect Equipment by electrical or electronic or mechanical means with noncompatible equipment, or failure to use Océ operating system software; (9) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment by other than Océ; and (10) performance of service necessitated by any modification, alteration, or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected. If Océ provides, at the request of the Customer, any of the services noted in this Section 6B, the Customer shall pay Océ's current time and materials rates then in effect.

7 CONDITION OF EQUIPMENT

This Agreement is entered into with the understanding that the Equipment will be in good operating condition on the Effective Date. If the Equipment is not under warranty or under an Océ maintenance agreement at the time this Agreement is accepted by Océ, Océ shall have the right to inspect the Equipment and charge separately for the cost of placing it in proper operating condition. Océ shall submit an estimate of the cost of such repairs for Customer approval before work is initiated.

8 ALTERATIONS, ATTACHMENTS AND SUPPLIES

If Customer makes an alteration, attaches a device, loads software, or utilizes a supply item that, in Océ's judgment, increases the cost of services, Océ will either propose an additional service charge or request the Equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within 5 days of such proposal or request, Customer does not agree to remedy the problem or agree in writing to the additional service charge, Customer shall be in default of its obligations to Océ. If Océ believes that an alteration, attached device, loaded software, or supply item could affect the safety of Océ personnel or Equipment users, Océ shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

9 CUSTOMER RESPONSIBILITIES

The Customer agrees to: (a) provide Océ with unrestricted access to the Equipment at all reasonable times to enable Océ to service the Equipment and to monitor meter readings; (b) permit only authorized Océ personnel to service the Equipment; (c) use only paper, recycled paper, parts, photoconductors, toner, or other supplies which, in Océ's opinion, will not cause excessive Equipment servicing; and (d) notify Océ of Equipment being used in an environment which poses a potential health hazard to Océ employees or subcontractors.

10 CONFIDENTIALITY / SECURITY

The Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the Equipment to reconstruct lost or altered Customer files, data, or programs. The Customer must have a representative present when Océ provides services involving Customer files, data, or programs.

11 DEFAULTS

An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) Customer does not pay when due any Service Charge; (b) the Customer ceases doing business as a going concern; (c) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) Customer files, or has filed against it, a petition in bankruptcy for its reorganization, arrangement, composition, or readjustment under the Federal Bankruptcy code or any state insolvency law, or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves, or takes other similar action; or (e) Customer shall default in the performance of any of its obligations to Océ or any assignee arising under this Agreement, or any other agreement between Customer and Océ.

12 REMEDIES

Upon the occurrence of an Event of Default, Océ may, at its option and without notice or demand, exercise all or any one of more of the following remedies: (a) declare immediately due and payable all Service Charges and all other sums due or to become due hereunder or under any other agreement between Customer and Océ; (b) terminate all of its obligations arising under this Agreement and any other agreement between Customer and Océ and Océ affiliates; (c) exercise all other legal and equitable remedies which Océ may have; or (d) withhold the performance of services under this Agreement. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law. The Customer will reimburse Océ for all fees, costs, and expenses, including all attorney's fees, incurred by Océ to enforce all or any of its rights arising hereunder.

Océ

5450 North Cumberland Avenue
Chicago IL 60656



PLEASE REMIT TO

Océ
12379 Collections Center Drive
Chicago, IL 60693

ACCOUNTS PAYABLE-5B
ALLEGIANCE TELECOM INC
9201 N CENTRAL EXPY
DALLAS TX 75231-5916



Invoice

Invoice Number	Customer Number	Invoice Date
2333898	480916	5/16/03

DUNS 78 756 7924
FIN 06 1070101

	Amount
3165 NETWORK COPIER Model 3165N Serial No 4457 Equipment Location ALLEGIANCE TELECOM INC 9201 N CENTRAL EXPY DALLAS TX 75231-5916 MAINTENANCE From 5/01/03 To 5/31/03	318 34
DALLAS, TX Tax 8 250 %	26 26
EXCESS COPIES From 4/01/03 To 4/30/03	
METER B - TOTAL	
Begin Meterread 1154105 C End 1159227 C	
Excess Usage 5122 at 01389 USD	71 14
DALLAS, TX Tax 8 250 %	5 87
Subtotal	421 61

For Billing Inquiries Call 1-800-776-6236	Net Amount	389 48
For Supplies Call 1-800-323-4827	Total Tax	32 13
For Service Call 1-800-662-2966	Total Amount	421 61

We hereby certify that these goods were produced in compliance with all applicable requirements of section 67 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof 700 Terms 30 DAYS





October 28, 2003

ROBERT P. FRANKE
214 651 2099
Direct Fax 214 659 4057
robert.franke@strasburger.com

United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
Bowling Green Station, P O Box 95
New York, NY 10274-0095

RE *In re Allegiance Telecom, Inc , Jointly Administered Case No 03-13057*
United States Bankruptcy Court, Southern District of New York (Manhattan)
GA 47406 & 460565

Dear Ladies/Gentlemen

Enclosed please find an original and two (2) copies of Oce-USA, Inc 's Proof of Claim to be filed in the above-referenced matter

Please return file-stamped copies of the Proof of Claim to our office in the enclosed self-addressed stamped, postage prepaid envelope provided herein for your convenience

Thank you for your attention to this matter. If you have any questions, do not hesitate to call me

Sincerely,

Robert P. Franke

RPF ma
Enclosures

cc Mr Mark Hoppe