UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK	PROOF OF CLAIM
In re ALLEGIANCE TELECOM HARVARD NET	Case Number 03-13057 (RDD)

CRDID 63756

FILED
U.S.B.C. SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)
1394

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

Name of Creditor and Address

03805890063756

MIRAPOINT INC
909 HERMOSA COURT
SUNNYVALE CA 94086-4103

Creditor Telephone Number (408) 720-3700

☐ 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

☐ Check box if you have never received any notices from the bankruptcy court in this case

☐ Check box if this address differs from the address on the envelope sent to you by the court

If you have already properly filed a proof of claim with th Bankruptcy Court you do not need to file again

CREDITOR TAX I D # 77-0479670

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (describe briefly below)
☐ Retiree benefits as defined in 11 U S C § 1114(a)
☐ Wages salaries and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED 8/16/2000

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED $ 5022.50 (unsecured) $ _____ (secured) $ _____ (unsecured priority) $ 5022.50 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

☐ 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

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any $_____

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

RECD NOV 19 2003

Specify the priority of the claim

☐ 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)
☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
☐ 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)
☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
☐ Other Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 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 your claim, please enclose a self addressed stamped envelope and an additional copy of this proof of claim**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 5 00 p m , November 26, 2003, Prevailing Eastern Time

BY MAIL TO
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

BY HAND OR OVERNIGHT DELIVERY TO
United States Bankruptcy Court
Southern District of New York
Allegiance Claims Docketing Center
One Bowling Green Room 534
New York NY 10004-1408

THIS SPACE FOR COURT USE ONLY

RECEIVED
NOV 10 2003
Allegiance Claim
01438

DATE SIGNED 11/4/03

SIGN and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 AND 3571

See Other Side For Instructions

MIRAPOINT

909 Hermosa Court
Sunnyvale, CA 94085-4103
408-720-3700

REMIT TO
Mirapoint Inc
ATTN Accounts Receivable
909 Hermosa Ct
SUNNYVALE CA 94086

INVOICE

NUMBER	1000992
DATE	22-FEB 01
PAGE	1 of 1
PURCHASE ORDER NUMBER	LOUIS SINOFF
OUR REFERENCE	
SALES ORDER NUMBER	1000559
CUSTOMER NUMBER	1106
LOCATION NUMBER	3077

BILL TO
LOUIS SINOFF
HARVARD NET
ONE CABOT ROAD
MEDFORD MA 02155
United States

SHIP TO
LOUIS SINOFF
HARVARD NET
ONE CABOT ROAD
MEDFORD MA 02155
United States

TERMS	DUE DATE	SALES PERSON	CUSTOMER CONTACT	SHIP DATE	SHIP VIA	SHIPPING REFERENCE
30 NET	24-MAR-01	MARK PESTANA	LOUIS SINOFF			

LINE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	TAX	UNIT PRICE	EXTENDED PRICE
1	S-X402-10 UPS for M2000 120V/15A/60Hz	1	1		1 450 00	1 450 00

ANY PAST DUE BALANCES ARE SUBJECT TO A 1 5% MONTHLY FINANCE CHARGE

SHIPPING TERMS FOB SHIPPING POINT

TAX REGISTRATION NUMBER

SUBTOTAL	TAX	SHIPPING / HANDLING	TOTAL
1,450 00	72 50	0 00	USD 1,522 50

MIRAPOINT

909 Hermosa Court
Sunnyvale, CA 94085-4103
408-720-3700

REMIT TO
Mirapoint Inc
ATTN Accounts Receivable
909 Hermosa Ct
SUNNYVALE CA 94086

INVOICE

NUMBER	5066
DATE	16-AUG-00
PAGE	1 of 1
PURCHASE ORDER NUMBER	EVALUATION
OUR REFERENCE	
SALES ORDER NUMBER	5060
CUSTOMER NUMBER	1106
LOCATION NUMBER	1261

BILL TO
Attn Accounts Payable
HARVARD NET
500 RUTHERFORD AVE
BOSTON MA 02129
United States

SHIP TO
HARVARD NET
500 RUTHERFOR AVE
DOCK 'C
BOSTON MA 02129
United States

TERMS	DUE DATE	SALES PERSON	CUSTOMER CONTACT	SHIP DATE	SHIP VIA	SHIPPING REFERENCE
30 NET	15 SEP-00	MARK PESTANA		16-AUG-00	HAND CARRY	NONE

LINE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	TAX	UNIT PRICE	EXTENDED PRICE
1	S-X209 18 GB UltraSCSI for 200 Series	4	4		875 00	3 500 00

ANY PAST DUE BALANCES ARE SUBJECT TO A 1 5% MONTHLY FINANCE CHARGE

SHIPPING TERMS FOB SHIPPING POINT

TAX REGISTRATION NUMBER

SUBTOTAL	TAX	SHIPPING / HANDLING	TOTAL
3 500 00	0 00	0 00	USD 3 500 00

MIRAPOINT

Mirapoint, Inc

AGREEMENT FOR LOAN OF PRODUCTS

This Agreement for Loan of Products ("Agreement") is entered into between **Mirapoint, Inc** , Two Results Way, Suite 100, Cupertino, CA 95014 ("Mirapoint") and **HarvardNet, Inc** ("**Customer**") described below

Company Name	HarvardNet, Inc Brian Durkin, Director-Sys Eng
Address	500 Rutherford Ave
Phone	617-712-1782
FAX	617-242-6991
E-mail	bdurkin@harvardnet com

Mirapoint agrees

1 1 To deliver to Customer the products described herein Delivery will be F O B Fremont, CA USA

Customer agrees

2 1 To assume all risk of loss or damage to the products upon delivery by Mirapoint to the carrier

2 2 To insure against loss of or damage to the products for their list price value for the term of this Agreement

2 3 To not remove the products from the facility where they were originally installed unless Mirapoint's prior written consent is obtained

2 4 To return the products to Mirapoint in as good condition as when received on or before the specified return date (as set forth on page 2 to this Agreement) whereupon the term of this Agreement shall expire, it being agreed that the Customer shall be responsible for any damage to the products while in his or the carrier's possession If the products are not returned by the return date, Customer is required to purchase the products at 94% of the list price value indicated on page 2 to this Agreement

2 5 That the products shall remain the personal property of Mirapoint throughout the term of this Agreement Customer shall have no right, title or interest therein

2 6 To not make available the software in any form to any third party (except Customer's employees or agents directly concerned with Customer's licensed use of the software), and

2 7 To not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against any interest in these products without Mirapoint's prior written consent

2 8 That Mirapoint grants to Customer a non-transferable and non-exclusive license to use the Mirapoint software ("Software") in object code form only for internal business use Customer may make one (1) archival copy of the Software

Except as expressly authorized above, customer shall not (i) copy in whole or in part, software or documentation, (ii) modify the software, (iii) reverse compile or reverse assemble all or any portion of the software, (iv) rent, lease, distribute, sell or create derivative works of the software

Customer agrees to not publish or provide any results of benchmark tests run on the Mirapoint system to a third party without Mirapoint's prior written consent

Customer agrees that aspects of the licensed materials, including the specific design and structure of individual programs, are the protected intellectual property of Mirapoint under trade secret, copyright, patent, pending patent or trademark law Customer agrees not to disclose such protected intellectual property in any form to any third party without the prior written consent of Mirapoint Customer agrees to implement reasonable security measures to protect such protected intellectual property Title to Software and documentation shall remain solely with Mirapoint

Product Loan Detail

Item	Product Number	Description	Qty	List Price Each	Ext Net Price
1	X209	18 GB UltraSCSI for 200 Series	4	$875	$3,500
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0
					$0

TOTAL AMOUNT	$3,500	0 00%	$3,500

Approximate Delivery Date 8/14/00

Return Date (Due) 9/14/00

Comments Drives are being hand-carried by Adrian Hall to HarvardNet in response to system performance and operational crisis at harvardNet

Mirapoint, Inc

By (Signature) _____

Name

Title

Date

Customer

By (Signature) _____

Name

Title

Date