

United States Bankruptcy Court Southern District of New York

PROOF OF CLAIM

Name of Debtor

Alliance Telecom

Case Number

03-13057

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 (The person or other entity to whom the debtor owes money or property) IBM CORPORATION

☐ 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 the address differs from the address on the envelope sent to you by the court.

FILED
U.S. DISTRICT COURT OF NEW YORK
SOUTHERN DISTRICT OF NEW YORK
ALLEGANCE TELECOM, INC
03-13057 (RRD)

Name and Address Where Notices Should be Sent

IBM CORPORATION
Bankruptcy Coordinator
13800 Diplomat
Farmers Branch, TX 75234

1412

Telephone Number

This Space Is For Court Use Only

Account or other number by which creditor identifies debtor

014184

Check here

if this claim

☒ replaces☐ amendsa previously filed claim, dated 7/21/03

1 Basis for Claim

- ☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other

☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)☐ Wages, salaries, and compensation (Fill out below)

Your SS # _____

Unpaid compensation for services performed

from _____ to _____
(date) (date)

2. Date debt was incurred

5/03

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed

\$ 6,230.00

REC'D NOV 19 2003

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, if any \$ _____

6 Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____

Specify the priority of the claim

- ☐ Wages, salaries or commissions (up to \$4,300)* 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 \$1,950* 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 4/1/98 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.

This Space Is For Court Use Only

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 acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Date

10/30/03

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)

Vicky Namken
Vicky Namken, Bankruptcy Coordinator



IBM
13800 Diplomat
Farmers Branch TX 75234

Phone 1 877 426 6006 ext 4481
FAX 800 756 2425
email vnamken@us.ibm.com

October 30 2003

PROOF OF CLAIM FILING

United States Bankruptcy Court
Southern District of New York
One Bowling Green, 6th Fl
New York, NY 10004-11408

Subject Allegiance Telecom, Case# 03 13057

Dear Court

Attached is an IBM Corporation Proof of Claim in the amount of \$6,230.00 for the above referenced case.

A self-addressed stamped envelope and copy of the Proof of Claim is enclosed. Please stamp the copy and return the proof of claim form. All correspondence should be sent to the following address:

IBM Corporation
Attn: Bankruptcy Coordinator
13800 Diplomat
Farmers Branch, TX 75234

Sincerely,

Vicky Namken
Bankruptcy Coordinator
IBM Corporation

10/30/2003

IBM CORPORATION
STATEMENT OF ACCOUNT
ALLEGIANCE TELECOM
CHAPTER 11
CASE# 03-13057
FILE DATE 5/14/03
S DIST NY

| CUST NUMBER | INVOICE NUMBER | INVOICE DATE | INVOICE AMOUNT | PRE PETITION | POST PETITION |
|---------------------|-------------------|-----------------|-------------------|-----------------|------------------|
| 138115 | C03B83S | 08/18/2003 | \$6,230 00 | \$5,468 59 | \$761 41 |
| TOTAL PRE-PETITION | | | | \$5,468 59 | \$5,468 59 |
| TOTAL POST-PETITION | | | | | \$761 41 |
| TOTAL CLAIM | | | | | \$6,230 00 |

April 4, 2003

**Non IBM Software
and Hardware
Products
Statement of Work
Q20038694**

Mr Jaime Morgan
Allegiance Telecom
Corporate Building 2
9201 North Central Expressway
Dallas TX 75231

Dear Mr Morgan

IBM is pleased to offer Allegiance Telecom an opportunity to purchase the Sun Microsystems Maintenance described below directly from IBM for the Maintenance Consolidation Project

We will provide you with the following non-IBM Software and Hardware products from OEM

| | | | | |
|---|---|---|------------|------------|
| Sun Silver Maintenance w/24x7 Telephone Uplift | Sun Quote - 1100223 | | | |
| A35-SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Fire 280R Serial # 204C03C6 204C03C9 217C652E 3/1/03 2/29/04 | 3 | \$1 261 14 | \$3 783 42 |
| A23-SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Ultra 60 - Serial # 925H402D 3/1/03 2/29/04 | 1 | \$1 718 89 | \$1 718 89 |
| N04 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Netra t1120 Serial # 949M22D5 - 3/1/03 2/29/04 | 1 | \$2 157 95 | \$2 157 95 |
| A34 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun E220R Serial # 045C15FF - 3/1/03 2/29/04 | 1 | \$1 307 86 | \$1 307 86 |

International Business Machines Corporation

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|---|---|---|------------|------------|
| N15 -SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Netra T1400 - Senal # 114M204B 3/1/03-2/29/04 | 1 | \$2 783 85 | \$2 783 85 |
| NS XDSKD130- 72GAC-SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun D130 - Senal # 212C68E3 - 3/1/03- 2/29/04 | 1 | \$413 97 | \$413 97 |
| NS XDSKD130- 72GAC-SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun D130 - Senal # 212C5CFC, 212C5CFA 212C68E6 110C616F 117C5BD0 - 3/1/03-2/29/04 | 5 | \$429 72 | \$2 148 60 |
| NS-XDSKS1- 336GAC-SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun S1 - Senal # 0233AH0114 0233AH0128, 0231AH0257, 0233AH0126 - 3/1/03-2/29/04 | 4 | \$420 38 | \$1 681 52 |
| N06 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Netra t1 - Senal # HF13427626 - 3/1/03-2/29/04 | 1 | \$672 67 | \$672 67 |
| A37-SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun V480 - Serial # 243V00CF 3/1/03- 2/29/04 | 1 | \$1 905 73 | \$1 905 73 |
| N15 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Netra t1400 - Serial # 113M21E5 - 3/1/03 2/29/04 | 1 | \$2 783 85 | \$2 783 85 |
| Sun Bronze Maintenance w/24x7 Telephone Uplift | Sun Quote - 1100121 | | | |
| N04 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra t1120 - Senal # 047M2A3E 3/1/03 2/29/04 | 1 | \$1 756 26 | \$1 756 26 |

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|-------------|---|----|------------|-------------|
| N21-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Senal # HF11514726, HF11514568 HF11514533 HF12119289 HF12119233, HF11515444 HF10707910 HF10707949 HF10205512 HF10912809 HF1154647, HF11514570 HF11514514, HF11514573, HF1091275, HF11514575 HF11413808 HF11413807 HF11413570 HF11817860 HF11817905 HF11817850, HF11817849 HF11817759 HF11817770 HF12621772 HF12621759 HF12621982 HF13427620 HF20345924 HF20345941 HF11514647 - 3/1/03-2/29/04 | 32 | \$411 04 | \$13 153 28 |
| N21 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Senal # HF21152787 HF21152788 HF21152778 HF21152781 - 3/1/03-2/29/04 | 4 | \$394 65 | \$1 578 60 |
| A34 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun E220R - Serial # 049C0FD6 049C0FD5 049C0FB3 048C20AB 3/1/03- 2/29/04 | 4 | \$1 064 97 | \$4 259 88 |
| A23 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Ultra 60 - Serial # 920H29B0 3/1/03 2/29/04 | 1 | \$1 391 93 | \$1 391 93 |
| N15-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra t1400 Senal # 006M240D 113M21E5 114M2048 050M2440 120M214C - 3/1/03-2/29/04 | 5 | \$2 260 72 | \$11 303 60 |
| A33 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun E420R - Serial # 040H3B66 114C042B 113C0FB5 114C0025 113C1285 040H3C2D 113C05C5 3/1/03 2/29/04 | 7 | \$1 877 70 | \$13 143 90 |

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|-------------------------------|---|----|------------|-------------|
| A33 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun E420R Serial #137C072D 137C0903 130C0428 130C0329 129C000B 130C0556 126C0EA0 130C032F 130C042A - 3/1/03 2/29/04 | 9 | \$1 127 30 | \$10 145 70 |
| N06-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra t1 - Senal #038C1782 - 3/1/03 2/29/04 | 1 | \$551 17 | \$551 17 |
| N21 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Senal # HF21050926 HF21050991, HF21050988 - 3/1/03-2/29/04 | 3 | \$383 70 | \$1,151 10 |
| A28 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Blade 1000 Workstation - Senal # NEEDED 3/1/03-2/29/04 | 1 | \$794 05 | \$794 05 |
| LX50 Hardware Only Support | Sun Quote - 1100658 | | | |
| CBT L1FH36VSLM SHWN | Sun Hardware Only Support for LX50 - Senal #KRBB251A0001 KRBB251A0002 KRBB251A0005 KRBB251A0006 KRBB251A0025 KRBB251A0026 KRBB251A0027 KRBB251A0028 KRBB251A0029 KRBB251A0030 KRBB251A0031 KRBB251A0032 KRBB251A0034 1 KRBB251A0034 2 KRBB251A0034 6 SKRBB247L000 1 SKRBB247L002 3 SKRBB247L000 2 SKRBB247L000 5 SKRBB247L000 6 NEUTRON GODDARD DOUPE KRBB239A0022 3/1/03-2/29/04 | 24 | \$303 61 | \$7 286 64 |
| CBT-L1FH36VSLM SHWN | Sun Hardware Only Support for LX50 Senal #KRBB237A0090 KRBB237A0094 3/1/03 2/29/04 | 2 | \$230 65 | \$461 30 |

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|--|--|----|-------------|-------------|
| Sun Software Premium 7x24 Phone Support | Sun Quote - 1098880 | | | |
| SOL-CAT3-1PR- PREMIUM | Sun Software Premium 7x24 Phone Support for SOL CAT3 SW 1 USER LIC - Host ID # CHIAPP05, CHIDS01, DALDEV01 DALDEV1D DFWAPP06 DFWAPP10 DFWAPP12 DFWAPP14 DFWDEV01 DFWNB02 DFWNS01 DFWNS02 DFWAPP23 DFWAPP20 DFWAPP11 DFWNDM01, DFWAPP21 - 3/1/03-2/29/04 | 17 | \$653 92 | \$11,116 64 |
| SOL-CAT4-1PR- PREMIUM | Sun Software Premium 7x24 Phone Support for OL CAT4 SW 1 USER LIC - Host ID # CHINB02 DALAPP05, DFWUM01, DFWAPP16 DFWNS10 DFWORA03 DALHS03 DFWAPP04 DALDEV2A DALDORA08, DFWAPP22 CHIAPP0F CHINS03 DALAPP1B DALORA01 DALORA02 DFWORA09 CHIAPP09 DALORA05 DALAPP0C DALAPP0D DALORA09 DFWAPP09 CHIIMS02 CHIIMS01 DALHS03 DALDEV2A BOXED4500 DFWNS10 DALDEV2B DFWBDN01 DFWAPP23 - 3/1/03-2/29/04 | 32 | \$1 121 02 | \$35 872 64 |
| Sun Platinum Maintenance | Sun Quote - 1100151 | | | |
| N21-PLATINUM | Sun Platinum Maintenance for Sun Netra t1 Senal #HF12018677 HF1091275 HF11514577 HF1152663 HF11413792 HF11514604 HF11514813 - 3/1/03-2/29/04 | 7 | \$848 55 | \$5 939 85 |
| F6800-PLATINUM | Sun Platinum Maintenance for Sun Fire 6800 - Senal #210H2189 - 3/1/03 2/29/04 | 1 | \$34 751 49 | \$34 751 49 |
| F6800-PLATINUM | Sun Platinum Maintenance for Sun Fire 6800 Senal #242H25CD 3/1/03-2/29/04 | 1 | \$24 326 04 | \$24 326 04 |
| F4800 PLATINUM | Sun Platinum Maintenance for Sun Fire 4800 Senal #133H3714 133H3715 3/1/03-2/29/04 | 2 | \$6 873 57 | \$13 747 14 |

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|--------------|--|---|------------|-------------|
| N25 PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF24201157 CF24201737 - 3/1/03 2/29/04 | 2 | \$660 16 | \$1 320 32 |
| N25 PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF23801670 - 3/1/03-2/29/04 | 1 | \$629 10 | \$629 10 |
| N25 PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF40040173 - 3/1/03-2/29/04 | 1 | \$825 19 | \$825 19 |
| N25-PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF23903819 CF23903776 CF24004330 CF24004296 - 3/1/03-2/29/04 | 4 | \$577 64 | \$2 310 56 |
| A23-PLATINUM | Sun Platinum Maintenance for Sun Ultra 60 Senal #0921H2F7 - 3/1/03-2/29/04 | 1 | \$2 857 03 | \$2,857 03 |
| N04 PLATINUM | Sun Platinum Maintenance for Sun Netra 11120 Senal #015M2657 948M282B - 3/1/03 2/29/04 | 2 | \$3 596 60 | \$7,193 20 |
| A34-PLATINUM | Sun Platinum Maintenance for Sun E220R - Senal #048C20F5 - 3/1/03 2/29/04 | 1 | \$2 179 76 | \$2 179 76 |
| A33 PLATINUM | Sun Platinum Maintenance for Sun E420R - Senal #037C0135 - 3/1/03 2/29/04 | 1 | \$2 948 37 | \$2 948 37 |
| A33-PLATINUM | Sun Platinum Maintenance for Sun E420R Senal #113C123C 113C124F 114C0822 114C07E0 113C05CD 3/1/03-2/29/04 | 5 | \$2 307 43 | \$11 537 15 |
| A33 PLATINUM | Sun Platinum Maintenance for Sun E420R - Senal #039H41B3 3/1/03-2/29/04 | 1 | \$2 820 19 | \$2 820 19 |
| A35-PLATINUM | Sun Platinum Maintenance for Sun Fire 280R Senal #148C021C - 3/1/03-2/29/04 | 1 | \$2 101 90 | \$2,101 90 |
| A35 PLATINUM | Sun Platinum Maintenance for Sun Fire 280R Senal #128C020F 214C047B 214C04E9 217C5DEB 217C652C 3/1/03 2/29/04 | 5 | \$2 101 90 | \$10,509 50 |
| A35 PLATINUM | Sun Platinum Maintenance for Sun Fire 280R Senal # 225C5327 3/1/03 2/29/04 | 1 | \$3 503 17 | \$3 503 17 |
| A37 PLATINUM | Sun Platinum Maintenance for Sun Fire V480 - Senal #215V0184 222V0100 222V0010 244V01A9 244V01DA 244V0140 244V00D6 244V00D9 3/1/03 2/29/04 | 8 | \$3 176 21 | \$25 409 68 |

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|-------------------------------|--|----|------------|-------------|
| A37-PLATINUM | Sun Platinum Maintenance for Sun Fire V480 - Senal #222V021A, 222V009C - 3/1/03 2/29/04 | 2 | \$5 293 69 | \$10 587 38 |
| XT3AES PLATINUM | Sun Platinum Maintenance for Sun StorEdge T3 ES - Senal #111H281C 111H281D - 3/1/03 2/29/04 | 2 | \$5 297 84 | \$10 595 68 |
| SG-MT1-H2C1T1-PLATINUM | Sun Platinum Maintenance for Sun StorEdge Media Tray - 3/1/03 2/29/04 | 2 | \$462 42 | \$924 84 |
| SG-MT1-H2C1T1-PLATINUM | Sun Platinum Maintenance for Sun StorEdge Media Tray - 3/1/03 2/29/04 | 2 | \$463 31 | \$926 62 |
| SG MT1-H2C1T1-PLATINUM | Sun Platinum Maintenance for Sun StorEdge Media Tray 3/1/03-2/29/04 | 2 | \$641 42 | \$1,282 84 |
| SF-CPUBD-447-PLATINUM | Sun Platinum Maintenance for Sun Enterprise CPU/Memory Board - 3/1/03-2/29/04 | 6 | \$4 577 34 | \$27 464 04 |
| SF-CPUBD-447-PLATINUM | Sun Platinum Maintenance for Sun Enterprise CPU/Memory Board 3/1/03 2/29/04 | 10 | \$5 729 64 | \$57 296 40 |
| A37-PLATINUM | Sun Platinum Maintenance for Sun Fire V480 - Senal #238V0283 250V0035 250V00DD 250V00DC - 3/1/03 2/29/04 | 4 | \$3 176 21 | \$12 704 84 |
| A35 PLATINUM | Sun Platinum Maintenance for Sun Fire 280R Senal #217C652D 3/1/03-2/29/04 | 1 | \$2 101 90 | \$2 101 90 |
| N21-PLATINUM | Sun Platinum Maintenance for Sun Netra T1 AC200 - Senal #HF10912759 - 3/1/03-2/29/04 | 1 | \$510 10 | \$510 10 |
| Sun Bronze Maintenance | Sun Quote 1100094 | | | |
| N21-BRONZE | Sun Bronze Maintenance for Sun Netra T1 AC200 Senal #HF11514557 - 3/1/03-2/29/04 | 1 | \$342 53 | \$342 53 |
| A21 BRONZE | Sun Bronze Maintenance for Sun Ultra 5 - Host ID DFWCABS1 - 3/1/03 2/29/04 | 1 | \$319 18 | \$319 18 |
| N06-BRONZE | Sun Bronze Maintenance for Sun Netra T1 - Senal #026C047F 3/1/03 2/29/04 | 1 | \$459 31 | \$459 31 |
| N06-BRONZE | Sun Bronze Maintenance for Sun Netra T1 - Senal #042C2067 3/1/03 2/29/04 | 1 | \$459 31 | \$459 31 |
| N15 BRONZE | Sun Bronze Maintenance for Sun Netra T1400 Senal #120M346F 050M2403 120M2902 3/1/03 2/29/04 | 3 | \$1 883 93 | \$5 651 79 |

PRINTED: 03/10/04 10:00 AM
 REPORT: SUN BRONZE MAINTENANCE
 BY: J. J. JONES
 FOR: J. J. JONES
 OF: J. J. JONES
 AT: J. J. JONES
 FROM: J. J. JONES
 TO: J. J. JONES
 FROM: J. J. JONES
 TO: J. J. JONES

International Business Machines Corporation

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|----------------------------------|--|----|------------|------------|
| A33 BRONZE | Sun Bronze Maintenance for Sun E420R - Senal #021H42DC - 3/1/03-2/29/04 | 1 | \$1 564 75 | \$1 564 75 |
| A33 BRONZE | Sun Bronze Maintenance for Sun E420R - Senal #121C0265 121C0262 - 3/1/03 2/29/04 | 2 | \$938 85 | \$1,877 70 |
| N21-BRONZE | Sun Bronze Maintenance for Sun Netra T1 AC200 - Senal #HF12621771 - 3/1/03 2/29/04 | 1 | \$342 53 | \$342 53 |
| A35 BRONZE | Sun Bronze Maintenance for Sun Fire 280R - Senal #217C6518 - 3/1/03-2/29/04 | 1 | \$854 77 | \$854 77 |
| A37-BRONZE | Sun Bronze Maintenance for Sun Fire V480 - Senal #224V0022 - 3/1/03-2/29/04 | 1 | \$1 289 17 | \$1,289 17 |
| A23-BRONZE | Sun Bronze Maintenance for Sun Fire Ultra 60 - Senal #021H2D2C 920H26DF - 3/1/03 2/29/04 | 2 | \$1 159 94 | \$2 319 88 |
| A36 BRONZE | Sun Bronze Maintenance for Sun Blade 100 - Senal #FT11520259 FT11520279 FT11530215 FT11530224 FT11840109 FT11840116 FT11840123 FT11840126 FT11840128 FT11840136 FT12250238 FT12320231 FT12320375 FT12330060 FT12940146 FT13110038 FT13110101 FT13940257 FT12240252 - 3/1/03-2/29/04 | 19 | \$202 41 | \$3 845 79 |
| A21-BRONZE | Sun Bronze Maintenance for Sun Ultra 5 - Senal #FW01830197 FW95110518 FW92350019 FW91230185 FW03450486 FW92650689 FW01830197 - 3/1/03 2/29/04 | 7 | \$319 18 | \$2 234 26 |
| A22 BRONZE | Sun Bronze Maintenance for Sun Ultra 10 Senal #FW92340941 3/1/03 2/29/04 | 1 | \$490 45 | \$490 45 |
| A35 BRONZE | Sun Bronze Maintenance for Sun Fire 280R Senal #217C652D 3/1/03-2/29/04 | 1 | \$854 77 | \$854 77 |
| Sun Quotes - 1100648 and 1099995 | | | | |

IBM
Global Services
Agreement

International Business Machines Corporation

| | | | | |
|------------|---|---|----------|--------------|
| N19 SILVER | Sun Silver Maintenance for Sun StorEdge L1000 - Serial # CV23200034 CV23200038 3/1/03-2/29/04 | 2 | \$186 96 | \$373 92 |
| | | | | |
| | | | Total | \$475,753 11 |

IBM will provide you these products on an estimated delivery date to be determined once a signed copy of this document is received

The total charges for the non-IBM software and hardware products listed in this Statement of Work are \$475,753 11. You will be invoiced upon receipt of the product. Invoices are payable upon receipt. This Statement of Work does not include shipping and handling charges nor sales taxes, which will be extra.

By signing below, each of us agrees that the complete agreement between us regarding these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement, or equivalent agreement.

We thank you for your interest in IBM Global Services and are looking forward to a mutually rewarding engagement.

Sincerely,

Jeff George
IBM Global Services

Agreed to Allegiance Telecom

Agreed to IBM

By _____

By _____

CLIENT NAME

Jeff George

Title

IBM Global Services

Allegiance Telecom

Date

Date



International Business Machines Corporation

| | | | | |
|------------|--|---|--------------------|----------|
| N10-SILVER | Sun Silver Maintenance for Sun StorEdge L1000 - Serial # CV23200094, CV23200038 - 37103-272004 | 2 | \$186.00 | \$373.02 |
| | | | Total \$475,753.11 | |

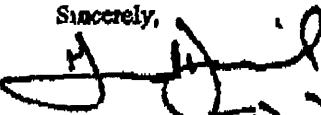
IBM will provide you these products on an estimated delivery date to be determined once a signed copy of this document is received.

The total charges for the non-IBM software and hardware products listed in this Statement of Work are \$475,753.11. You will be invoiced upon receipt of the product. Invoices are payable upon receipt. This Statement of Work does not include shipping and handling charges nor sales taxes, which will be extra.

By signing below, each of us agrees that the complete agreement between us regarding these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement, or equivalent agreement.

We thank you for your interest in IBM Global Services and are looking forward to a mutually rewarding engagement.

Sincerely,


 Jeff George
 IBM Global Services

Agreed to Allegiance Telecom.

JASDIE PROKSAV

By

CLIENT NAME

Title NETWORK ADMINISTRATOR

Allegiance Telecom

Date

5-5-03

Agreed to IBM.

By


 Jeff George
 IBM Global Services

Date:

11

FRAMEWORK CONTRACT

This is a Framework Contract ("Contract"), dated as of April 18, 2001, between Allegiance Telecom Company Worldwide ("Client"), a company registered under Delaware law and PricewaterhouseCoopers LLP, a limited liability partnership organised under Delaware law, ("PwC")

- 1 Introduction** - It is the Client's objective that Singl eView will be utilized to support the customer billing process for current markets and the clients therein as well as the Acquired entities. The scope of this Contract addresses the implementation of the Singl eView solution. This will be achieved through two releases, named "Release 1.0" and "Release-1.5" as described in the Road Map Document prepared by PwC and delivered to Client in December 2000.

The parties have completed the Analysis and Design Phases for Release 1.0 under the conditions of the Interim Letter of Agreement signed on January 15, 2001. Moving forward, the parties wish to establish a flexible contractual framework under which Client can obtain from PwC other services required for the implementation of the Singl eView billing system. This will be achieved through two specific written Service Agreements as follows:

| Service Agreement | Overview |
|-------------------|---|
| SA-1 | Configuration and Implementation Release-1 Analysis and Design Release-1.5 |
| SA-2 | Configuration and Implementation Release 1.5 |

The first Service Agreement, "SA 1" is attached as Attachment SA-1 to this Contract. Service Agreement 2 will be developed upon completion of the Design Phase for Release 1.5 during SA-1. The parties may decide to incorporate other Service Agreements by mutual agreement during the normal course of this Contract.

- 2. Service Agreements** - Service Agreements entered into by the parties shall refer expressly to this Contract and identify the Service Agreement.

- 2.1 Objective
- 2.2 Scope of Services to be Performed
- 2.3 Deliverables and Responsibilities of the Parties
- 2.4 Estimated Level of Effort and Staffing Plan
- 2.5 Estimated Fees and Expenses
- 2.6 Estimated Timelines
- 2.7 Assumptions
- 2.8 Other Terms as Appropriate

- 3 General Terms and Conditions** - The General Terms and Conditions governing this Contract and its Service Agreements are included in Attachment B to this Contract.
- 4 Duration** - This Contract shall commence as of the date first provided above and will thereafter continue in effect indefinitely or until such date specifically identified in a Service Agreement as the date of termination of the Contract. The Contract is subject to the right of either party to terminate it upon 30 days prior written notice. Such termination shall not, however, effect the applicability of the terms of this Contract to any Service Agreement for which the Services called for by that Service Agreement have not yet been completed.

5. **Change Orders** - If Client or PwC wish to recommend an addition, modification or change to PwC's required performance under a Service Agreement or another matter related to this performance PwC and Client shall comply with the change control procedures described in Attachment A
6. **Contract Management** - Each of the parties will name a contact that will be responsible for managing issues relating to the performance of the Contract. The initial contacts are G. Clay Myers for Client and Raul Fabre for PwC
7. **Fees and Expenses** - Fees for this Contract are estimated at approximately US\$4,100,000 (excluding a 15% contingency but including PwC fees for the Analysis and Design (A&D) Phase) corresponding to Release 1.0 which have already been invoiced to Client as of March 31, 2001 in the amount of US\$1,187,047.00 as well as "ADC Software Systems, Inc." (ADC) fees estimated at approximately US\$250,000 for this same "A&D" Phase)

PwC fees will be billed on a Time and Materials basis based on hourly rates identified below and a 50-hour workweek. Billing rates to be used in this engagement include a significant discount from PwC full billing rates and are identified below:

| Resource Level | Hourly Rate |
|------------------|-------------|
| Partner/Director | US\$ 445 |
| Level 5 | US\$ 370 |
| Level 4 | US\$ 275 |
| Level 3 | US\$ 215 |
| Level 2 | US\$ 160 |
| Level 1 | US\$ 145 |

Expenses will be additional and based on the attached expense guidelines (Attachment C). Expenses will cover airfare to fly in and out every week or as required, lodging, airport and local transportation, meals and other expenses for consultants. They will also cover the cost of external reproduction and binding when and if required. Expenses are estimated at approximately 15% of fees. PwC will produce invoices for fees and expenses on a biweekly basis, and payment will be due 15 calendar days after the date of invoice presentation.

It is understood PwC will subcontract ADC resources for the period December 1, 2000 through March 31, 2001 to support the configuration effort as necessary. PwC and ADC have an agreement where PwC enjoys a discount on standard rates for ADC resources. It is agreed that:

- (a) The rates for ADC resources subcontracted by PwC and invoiced to Client will not exceed the rates ADC would have charged directly to Client and will not exceed the PwC rates above.
- (b) Similarly, PwC rates will not be lower than the rates charged to PwC by ADC.

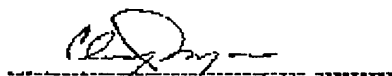
9. **Payment Basis** - Prior to the execution of each Service Agreement, PwC and Client will agree on an estimated fee for services plus expenses, which will be charged to Client based on a Time and Materials basis, using estimated hours per PwC Staff category level indicated in each Service Agreement and the Rate Schedule in section 8 above. Modifications to the scope of work and level of effort will be governed by the Change Order Procedure outlined in Attachment A of this Contract. Estimates of fees or other amounts provided by PwC will be given in good faith but may vary in accordance to actual project needs.

10. **Invoices** - Unless otherwise stated in a Service Agreement, an invoice will be issued on a monthly basis and be due and payable 30 days after delivery of the invoice by wire transfer in immediately available funds to the PwC account specified on the invoice
11. **Facilities** - Client agrees to provide or pay for all workspace, facilities and support that are reasonably requested and agreed upon by Client to perform the Services, including without limitation, office space, secretarial support, telephone and fax communications, development and configuration computers for the Single e configuration team, all required information technology structure for the project team
12. **Software and Hardware** - Client will directly procure, acquire, and install SingleView, Vertex and other software that may be required for this project. Similarly, Client will directly procure, acquire, install and maintain the hardware and information technology infrastructure required for supporting this project. This includes implementing administration, backup and recovery procedures for the development, training and testing environments
13. **Entire Agreement** - This Contract is deemed to include the Attachments referred to herein and all Service Agreements entered into by the parties to this Contract issued hereunder. This Contract constitutes the entire agreement between the parties and there are no prior or contemporaneous, oral or written, representations, understandings or agreements relating to the subject matter hereof which are not fully expressed herein. This Contract may only be amended in writing signed by a duly authorized representative of each party. Any claim relating to the provision of the Services by PwC, its affiliates or their respective staff will be made against PwC alone.

In witness, each of the parties has caused this Contract to be executed on its behalf by its duly authorized representative as of the date first above written.

For Client

For PwC



Mr. G. Clay Myers
Senior Vice President of Finance



Raul Fabre
Principal

6/25/01

Date

6/25/01

Date

LIST OF ATTACHMENTS

Attachment A
Attachment B
Attachment C
Attachment SA-1

Change Control Procedures
PwC's Standard Terms and Conditions
Expense policy
Service Agreement 1

ATTACHMENT A

Change Control Procedures

- 1 The party desiring the addition, modification, reduction or change shall submit in writing to the other party all requests for any services which alter, amend, enhance, add to, delete from or otherwise change the scope of services specified in a Service Agreement, as modified or amended in accordance with this Change Order procedure, and/or the time and/or place of performance (hereinafter referred to as a "Change Order").
- 2 PwC will evaluate each Change Order initiated by Client and submit an appropriate written response to Client's authorised representative as soon as possible but not later than 7 working days following PwC's receipt of the request. If PwC accepts the Change Order, subject to the parties' agreement as to cost and completion dates, then its written response shall include a statement of the availability of PwC personnel and resources, an assessment of the Change Order impact on the project critical path and schedule, and the estimated additional costs and the impact, if any, on the completion date(s) associated with such Change Order. Change Orders initiated or prepared by PwC shall include the above-mentioned statement when submitted to Client.
- 3 Should Client elect to authorise a Change Order initiated or accepted by PwC, Client will, as soon as possible but not later than 5 working days after receipt of a Change Order or PwC's acceptance thereof, authorise PwC to perform the requested Change Order by returning a duly authorised and executed copy of the request form to PwC's Project Manager. Upon such authorisation by Client, PwC will commence performance in accordance with such Change Order. Before PwC's proceeding with a detailed assessment of Change Order feasibility, method and costs, Client will request the Change Order in writing from PwC. PwC will in turn notify Client in writing of the estimated cost related to the Change Order assessment and preparation. If both parties agree on timing and cost for the assessment of the Change Order, PwC will proceed with the assessment and preparation of the Change Order. PwC's costs associated with preparing Change Orders or responding to Change Orders initiated by Client will be reimbursed by Client as part of the cost of the Change Order only if such Change Order is not authorised by Client.
- 4 PwC shall not be obligated to perform any such additional or different services in advance of written authorisation from Client. Furthermore, PwC shall not be obligated to accept any Change Order or to perform any additional services that in its good faith business judgement it determines are not feasible or impracticable or for which Client is unwilling to accept PwC's estimate of additional costs, completion time(s) or impact on performance measures. For the purposes of a Service Agreement, each Change Order initiated or accepted by PwC and duly authorised in writing by Client, shall be deemed incorporated into and shall constitute a formal change to the associated Service Agreement, adjusting the services, costs and completion dates as finally agreed upon for each authorised Change Order.



ATTACHMENT B - GENERAL TERMS AND CONDITIONS

1. **Entire Agreement.** These General Terms and Conditions and the engagement letter (and its attachments) or the proposal (and its attachments) as the case may be, to which these General Terms and Conditions are attached (collectively, the "Agreement") constitute the entire agreement between the client (the "Client") to whom such engagement letter is addressed or to whom such proposal is submitted, as the case may be, and PricewaterhouseCoopers LLP, a limited liability partnership organized under the laws of the State of Delaware ("PwC") regarding the project described in the engagement letter or the proposal, as the case may be. If PwC has commenced work in connection with the matter described in the engagement letter (and its attachments) or the proposal (and its attachments) as the case may be, to which these General Terms and Conditions are attached, all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous oral or written representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against which such amendment, change, order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the engagement letter (and its attachments) or proposal (and its attachments) to which they may be attached, these General Terms and Conditions shall control.

2. **Relationship of Parties.** PwC, in furnishing services to the Client, is an independent contractor. PwC does not undertake to perform any regulatory or contractual obligation of the Client or to assume any responsibility for the Client's business or operations. PwC shall supervise, perform or cause to be performed all work to be accomplished by PwC and may call upon the expertise and/or assistance of its PricewaterhouseCoopers affiliates in the performance of such services. To the extent the circumstances permit, PwC is committed to offering its staff a lifestyle which enables them to control their travel schedules. Accordingly, if PwC's staff is required to work away from home for extended periods, to the extent consistent with PwC's performance obligations, the Client agrees to accept flexibility in the way PwC's staff divides their time between the Client's sites and their home base. Except as may be otherwise agreed in writing by the Client and PwC, during the term of this Agreement and for twelve (12) months thereafter, neither the Client nor PwC nor any of their respective affiliates, shall offer employment to or employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement.

3. **Taxes.** There shall be added to the charges under this Agreement, and the Client shall pay to PwC, an amount equal to any taxes, levies and duties, however designated or levied, domestic or foreign, based upon such charges, then, this Agreement, the services or materials provided, or their use, including without limitation state and local sales and use taxes, which are paid by or are payable by PwC, plus interest and penalties, if any, exclusive, however, of United States federal, state or local taxes based on the net income of PwC. Should Client be required under any law or regulation of any governmental entity or authority domestic or foreign, to withhold or deduct any portion of the payments due to PwC, then the sum payable to PwC shall be increased by the amount necessary to yield to PwC an amount equal to the sum it would have received had no withholdings or deductions been made. Notwithstanding two preceding sentences, PwC accepts full and exclusive liability for the payment of all employer contributions and taxes assessed by the jurisdiction paid to PwC employees as required by all applicable United States federal, state and local laws, rules and regulations.

4. **Warranty.** PwC warrants that the services provided will be performed and supervised by qualified personnel. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PwC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THIS TRADE OR PROFESSION OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as expressly provided in the engagement letter, PwC is not providing any Year 2000 services (for example, Year 2000 assessment, conversion or testing), nor making any warranties with respect to the products or services provided by PwC, or by third parties under this Agreement to convert, process, provide and/or receive date data within and between the twentieth and twenty-first centuries. Except for the warranty expressly set forth in the Paragraph 4, the Client acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.

5. **Indemnity.** (a) PwC and the Client each agree to indemnify, defend and hold harmless the other from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property to the extent arising out of the indemnitor's negligence in the performance of this Agreement.

(b) Each party agrees to indemnify, defend and hold the other, its partners, principals, employees and agents harmless from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to third party claims of infringement of any trade secrets, copyrights, trademarks, or trade names alleged to have occurred related to information or property provided by the indemnitor (including access to or use of Client information or systems provided to PwC by Client and Client's access or use of PwC Proprietary Information or the Licensed Work Product). With respect to patent infringement, PwC agrees that in performance of the Services it shall not knowingly design or develop anything that infringes a patent of another person, and shall inform Client in writing of any such patent of which it becomes

aware. Should the Client's use of work performed by PwC be determined to have infringed, or if, in PwC's judgment, such use is likely to be infringing, PwC may, at its option: (1) procure for the Client the right as extensive to use the work performed by PwC, or (2) replace or modify the work performed by PwC to make its use non-infringing while yielding substantially equivalent results. If neither of such options are or would be available on a basis that PwC finds commercially reasonable, PwC may terminate this Agreement; the Client shall remain work performed to PwC and PwC shall refund the fees paid for the uncompleted services, less a reasonable allowance for use. The Client reserves any other legal or equitable rights or remedies it may have. This indemnity does not cover alleged infringement caused by modifications to the work performed by PwC that are not made by PwC or that result from the Client provided designs, specifications or other information or from combination of such work with products or services not provided by PwC.

(c) The indemnities in this Paragraph 5 are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to control the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable request of the indemnifying party (at the indemnifying party's expense) in defending or settling such claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through a counsel of its own choosing.

6. **Limitation of Liability.** Other than the Client's obligations to make payments that are due and owing under this Agreement, a party's and its affiliates' direct and collective liability arising out of or relating to this Agreement, including without limitation on account of performance or nonperformance of obligations hereunder regardless of the form of the cause of action, whether at contract, tort (including without limitation negligence), statute or otherwise, shall be so limited as to the maximum paid by PwC under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM EXCEPT AS PROVIDED FOR IN PARAGRAPH 5, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. No action regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

7. **Ownership.** Title to all written material originated and prepared for the Client under this Agreement, shall belong to the Client. However, PwC's working papers and PwC Confidential Information (as defined below) belong exclusively to PwC. The ideas, concepts, know-how, techniques, inventions, discoveries, improvements and other information relating to information processing, telecommunications or business process re-engineering or design, developed during the course of this Agreement may be used by either party, without an obligation to account, in any way it deems appropriate, including without limitation by or for its clients or customers, notwithstanding any provision in this Agreement to the contrary. PwC is in the business of providing consulting services and developing computer software for a wide variety of clients and the Client understands that PwC will continue these activities. Accordingly, nothing in this Agreement shall preclude or limit PwC from providing consulting services and/or developing software or materials for itself or other clients, irrespective of the possible similarity of screen formats, structure, organization and sequence to materials which might be delivered to the Client.

8. **Confidentiality.** PwC agrees that all financial, statistical, marketing and personnel data relating to the Client's business, and other information identified as confidential by the Client, are confidential information of the Client ("Client Confidential Information"). The Client agrees that Change Integration® Methodology, Accendium™ methodology and SUMMIT® products and proprietary software, tools and other methodologies (including without limitation its ChangePro™ software tool, KnowledgeView database and software, BetterTech tools, and its industry and companies templates), and any other information identified as confidential by PwC, are confidential information of PwC ("PwC Confidential Information"). Client Confidential Information and PwC Confidential Information are collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party which is disclosed to it only for the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent other than to PwC's subcontractors and to each other's employees on a need-to-know basis. Each party agrees to take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those standards it uses to protect the confidentiality of its own Confidential Information, but at a minimum, each party shall take reasonable steps to advise their employees (and, in the case of PwC, its subcontractors) of the confidential nature of the Confidential Information and of the prohibition on copying or re-using such Confidential Information contained herein. PwC and the Client each agree to require that the other party's Confidential Information be kept in a reasonably secure location. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be obligated to treat as confidential, or otherwise be subject to the restrictions on use, disclosure or treatment contained in this Agreement for any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is generally known or easily ascertainable by persons of ordinary skill in computer or process design or programming or in the business of the Client; (3) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (4) is independently developed by

the recipient without any reliance on Confidential Information or (3) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information.

9. **Deliverables, Mile.** Client will notify PwC, in writing within ten working days of its receipt of any PwC deliverable under this Agreement, whether or not the deliverable is accepted. If the deliverable is not accepted, the notice will specify in reasonable detail the reasons that the deliverable fails to meet the requirements described in this Agreement in all material respects. Acceptance by Client will not be unreasonably withheld. The passage of ten working days without notice of nonacceptance by Client or use by Client of the deliverable, will constitute acceptance by Client of the deliverable. PwC will take reasonable measures to remedy any failure of the deliverable to meet the requirements described in this Agreement in all material respects. Unless otherwise specifically agreed by PwC and Client for a particular deliverable, any deliverable which has been accepted as described above or which is used by the parties as the basis for subsequent deliverables will be considered to supersede (and prevail in the event of any conflict with) any preceding deliverable created or provided pursuant to this Agreement. The parties agree that a date or schedule contained in this Agreement is important to achieve, but nonetheless represents an estimate and will likely be revised during the course of carrying out the services. However, PwC will use all reasonably practical and diligent efforts to achieve the date or schedule.

10. **Binding Nature and Assignment.** This Agreement shall be binding upon and

inure solely to the benefit of the parties hereto and their successors and permitted assigns and nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, save for the parties affiliates as expressly provided in Paragraph 6, Limitation of Liability. Neither party may, nor shall have the power to assign or transfer this Agreement without the prior written consent of the other party, except that either party may without consent assign or transfer this Agreement to a successor to the business which this Agreement relates. Any claim relating to the provision of services by PwC, its affiliates or their respective staff will be made against PwC alone. The rights and obligations of the parties under these General Terms and Conditions shall survive termination of this Agreement for any reason. Without limiting the restrictions on PwC contained in Paragraph 4, Confidentiality PwC may refer to the engagement as an experience caution with its clients and prospects.

11. **Approvals and Similar Actions.** Where agreement, approval, acceptance, consent or similar action by the Client or PwC is required under this Agreement, such action shall not be unreasonably delayed or withheld.

12. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.

13. **Attorney Fees.** The prevailing party in any dispute concerning this Agreement shall be entitled to recover its reasonable attorney fees and expenses from the other party.

expenses for per diem are not on a long-term assignment, or until they are eligible to begin long-term assignment. Expenses for actual expenses include hotel lodging, round-trip weekly airfare, auto rental, and other incidental expenses. Expenses for per diem are based on actual expenses.



Attachment C
MCS (Domestic) Long-Term Out-of-Town Assignment
Engagement Expense Summary

| | | | |
|-----------------------------|-----------------------------------|-----------------------|---------------------------|
| Client Name | Allegiance Telecom | Engagement Address | 9201 N Central Expressway |
| Engagement Name | SingleView Billing Implementation | | Dallas, TX 75231 |
| Engagement Code | 153302 9039 00 | Billing Unit Name | MWBU - ICE/T |
| Engagement Partner | Raul Fabre | Billing Unit Code | 9190 |
| Engagement Manager | Cheryl Nolan | Engagement Start Date | |
| Long-Term Assignments Coord | Janet Anderson | Engagement End Date | 9/30/2001 |

| Engagement Expense Reimbursements/Payments | Daily Rate | Monthly Occupancy Rate | | Tax | Limitation/Comments |
|---|------------|------------------------|---------------------|------------|---|
| | | Single | Multiple | Treatment* | |
| <u>Expense Allowance Package</u> | | | | | |
| Lodging and Living Allowance | | \$1,700.00 | \$1,500.00 | TC | Reported as a daily per diem allowance, calculated as the monthly amount divided by 18 days |
| Temporary Hotel Accommodations | | \$150/night | \$150/night | TC | Subject to engagement partner/manager discretion as to necessity and reasonableness |
| Permanent Set-Up costs (one time only) | | Actuals up to \$500 | Actuals up to \$500 | GU | Actuals, subject to engagement partner/manager discretion as to necessity and reasonableness |
| Meals & Incidentals | \$70.00 | | | TC | Provided for every day spent at the engagement site |
| Transportation Between Eng. Site and Home | | Actuals - see notes | Actuals - see notes | TC | In accordance with the standard Firm Policy |
| 1-Last-of-Travel | | Actuals | Actuals | T | Less than or equal to the normal total cost of traveling to home city |
| Transportation at Engagement Site | | | | | |
| Car Rental | | Actuals | Actuals | TC | Actuals, subject to engagement partner/manager discretion as to necessity and reasonableness |
| Car Allowance | | N/A | N/A | T | Subject to engagement partner/manager discretion as to necessity and reasonableness. Must be less than actual rental car expenses |
| Engagement Site Parking | | N/A | N/A | TC | Subject to engagement partner/manager discretion as to necessity and reasonableness |
| Long Distance Telephone | | Actuals up to \$100 | Actuals up to \$100 | TC | Subject to engagement partner/manager discretion as to necessity and reasonableness |
| Catch Club/Spa Fees | | Actuals up to \$75 | Actuals up to \$75 | T | Maximum of \$75 per month, based on actual receipts (not an allowance) |
| <u>Engagement Relocation Package</u> | | | | | |
| Relocation Premium | | N/A | N/A | GU | |
| Meals & Incidentals | | N/A | N/A | GU | |
| Relocation Expenses | | N/A | N/A | | Request reimbursement of these expense by completing the MCS Engagement Relocation Expense Reimbursement form |
| Trips Home | | N/A | N/A | | Up to two trips home per year |

Per Diem

Long term lodging per diem is to be recorded twice a month for the time period being reported on only (i.e., on the 15th for the period from the 1st thru the 15th and on the 30th for the period from the 16th thru the 30th). Lodging should be listed on the expense report as "10 days @ \$85/day (per diem lodging) (m/dd - m/m/dd)". Thus \$850 amount is charged in two a month. The lodging per diem is expensed on a pro-rated basis for any partial period - such as the first and last period a person is assigned to the project.

Apartment Set Up Fees - Actual expenses up to \$500 can be expensed associated with setting up the apartment, such as acquiring towels, sheets, pillows, kitchen utensils and the like. Reimbursements are considered taxable income, eligible for tax gross up. Appropriate, apartment set-up items should be re-used on other engagements.

Meals and Incidentals - The per diem is only allowed for days worked outside your home office city (# days @ \$30/day). This per diem can cover breakfast, lunch and/or dinner in total at the staff's discretion. If you expense dinner for yourself and others on the team, you must follow project guidelines and include the number of people at dinner as well as their initials. Staff whose meal is paid for may NOT charge in the full per diem for that day. The amount to be deducted from the per diem should be based on the cost of meal provided.

Team Functions - (i.e. dinners, lunches, leaving parties, etc.) MUST have management's approval PRIOR to the event and should include approximate expected expenditures. Staff whose meal is paid for during a project event may NOT charge in the full per diem for that day. The amount to be deducted from the per diem should be based on the cost of meal provided.

Transportation

Flights - All airline tickets are to be purchased as non-refundable and should be based on at least the 14 day advance fare. Generally, your ticket class fare should NOT be B, C, or Y - these are full fare coach tickets. The only exception is if these fares are comparable to the 14 day advance. Your ticket class should NEVER be F - this is first class. Please remember to include flight receipts, boarding passes and itineraries. Boarding passes, itineraries and AMEX receipts are optional for project copies.

In Lieu of Flights - In lieu of tickets must be comparable to the 14 day advance purchase. Any amount over the average 14 day advance fare are to be covered by the staff. Please note that in lieu of travel should be marked as "Taxable" in TFX.

Flight Change Fees - Change fees on non-refundable tickets must be approved by a project manager. Client demands should be the only justification for such an expense.

Transportation to/from airport - Actuals up to \$150/week. This is not an allowance. It is for taxis, limos, parking, etc. and should fall under \$150/week (total).

Rental Cars - Rental Cars must be returned with a full tank of gas - no gas charges should be incurred, including pre-purchase. Mid-size cars (not full size) should be rented. All supplemental insurance coverage should be waived on rental cars.

Tips - You may only expense tips on restaurant bills, taxi service, and food deliveries. Hotel tips (to bellman, housekeeping, etc.) are NOT acceptable. Under no circumstances should any of these tips exceed 20% of the bill.

Administrative Controls

Author: Cheryl Noan

Date Created: 1/29/01

Last Edit: 5/29/01

Tax Treatment

T = Taxable, not eligible for gross up

NT = Not Taxable

TU = Taxable, eligible for gross up

C = Refer to Tax Certification form for tax treatment

International Business Machines Corporation

Please direct inquiries and correspondence to

Account Number

Invoice Number

Invoice Date

Page Number

IBM CORPORATION
13800 DIPLOMAT
DALLAS TX 75234
Phone (877) 426-6006

0138115-AA

C03B83S

AUG 18 2003

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Email

Installed at

ALLEGIANCE TELECOM
9201 NORTH CENTRAL EXPWY
BLDG B
DALLAS, TX 75231-5916

ALLEGIANCE TELECOM
ACCTS PAYABLE
9201 NORTH CENTRAL EXPWY
BLDG B
DALLAS, TX 75231-5916



Accounts Rec
Branch Off

TWR

Customer Reference

PO# 71733 - INV TO JENNIFER L TURNER
SIGNED BY CHRISTINE KORNEGAY
CASEID#002611695-K-Q3R-C6JNM-330333

Please remit payments to

Terms

PO BOX 841593
DALLAS, TX 75284-1593

PAYMENT DUE UPON RECEIPT OF
INVOICE - LATE PAYMENT FEE
MAY APPLY

INVOICE FOR SERVICES

| DESCRIPTION | SERVICE DATE | TAX | AMOUNT |
|--|-----------------|--------|----------|
| CONTRACT NUMBER CFTPNGK WORK NUMBER C6JNM | | | |
| TI OEM EQUIPMENT | | | |
| FIXED/INCIDENT CHARGES | | | |
| VENDOR HARDWARE PO# 71733 / Q20038538 | 07/01-06/30/03 | 474 80 | 5,755 20 |
| TOTAL | | | 5,755 20 |
| STATE TAX | | | 359 70 |
| LOCAL TAX | | | 115 10 |

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY SEP 16, 2003, PAY THE AMOUNT DUE PLUS A LATE PAYMENT
FEE OF \$77 88 FOR A TOTAL OF \$6,307 88 IF PAYMENT IS NOT MADE
WITHIN ONE MONTH OF SEP 16, 2003, ADDITIONAL CHARGES MAY APPLY

ANNOUNCING IBM INVOICES ON-LINE RECEIVE YOUR INVOICES OVER THE INTERNET
TO REGISTER, PLEASE VISIT HTTP //IOL DBEXPRESS NET/AM/US/EN

Original Invoice

PAY THIS AMOUNT

\$6,230 00

FedEx Express
Delivery Information
Domestic Trade
1000 FedEx Drive
Dorchester PA 15108-0022

U E M3 1000 FedEx Drive
Dorchester PA 15108-0022

Telephone 501-689-3800



October 26 2003

JENIFER TURNER
(703) 653-7535

Dear JENIFER TURNER

Our records reflect the following delivery information for the shipment with the tracking number
613131834980

Delivery Information

Signed For By J PEREZ

A handwritten signature in black ink, appearing to read "J. Perez", with a vertical line to the right of the signature.

Delivered to 9201 N CENTRAL EXP

Delivery Date March 04, 2003

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IBM
13800 Diplomat
Farmers Branch TX 75234

Phone 1 877 426 6006 ext 4481
FAX 800 756 2425
email vnamken@us.ibm.com

October 30 2003

PROOF OF CLAIM FILING

United States Bankruptcy Court
Southern District of New York
One Bowling Green, 6th Fl
New York, NY 10004 11408

Subject Allegiance Telecom, Case# 03 13057

Dear Court

Attached is an IBM Corporation Proof of Claim in the amount of \$6,230.00 for the above referenced case.

A self-addressed stamped envelope and copy of the Proof of Claim is enclosed. Please stamp the copy and return the proof of claim form. All correspondence should be sent to the following address:

IBM Corporation
Attn: Bankruptcy Coordinator
13800 Diplomat
Farmers Branch, TX 75234

Sincerely,

Vicky Namken
Bankruptcy Coordinator
IBM Corporation

10/30/2003

IBM CORPORATION
STATEMENT OF ACCOUNT
ALLEGIANCE TELECOM
CHAPTER 11
CASE# 03-13057
FILE DATE 5/14/03
S DIST NY

| CUST NUMBER | INVOICE NUMBER | INVOICE DATE | INVOICE AMOUNT | PRE PETITION | POST PETITION | |
|---------------------|-------------------|-----------------|-------------------|-----------------|------------------|------------|
| 138115 | C03B83S | 08/18/2003 | \$6,230 00 | \$5,468 59 | \$761 41 | |
| TOTAL PRE-PETITION | | | | \$5,468 59 | | \$5,468 59 |
| TOTAL POST-PETITION | | | | | \$761 41 | \$761 41 |
| TOTAL CLAIM | | | | | | \$6,230 00 |

International Business Machines Corporation

April 4, 2003

**Non IBM Software
and Hardware
Products
Statement of Work
Q20038694**

Mr Jaime Morgan
Allegiance Telecom
Corporate Building 2
9201 North Central Expressway
Dallas TX 75231

Dear Mr Morgan

IBM is pleased to offer Allegiance Telecom an opportunity to purchase the Sun Microsystems Maintenance described below directly from IBM for the Maintenance Consolidation Project

We will provide you with the following non-IBM Software and Hardware products from OEM

| | | | | |
|---|---|---|------------|------------|
| Sun Silver Maintenance w/24x7 Telephone Uplift | Sun Quote - 1100223 | | | |
| A35 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Fire 280R Serial # 204C03C6 204C03C9 217C652E - 3/1/03 2/29/04 | 3 | \$1 261 14 | \$3 783 42 |
| A23 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Ultra 60 - Serial # 925H402D 3/1/03 2/29/04 | 1 | \$1 718 89 | \$1 718 89 |
| N04 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun Netra t1120 Serial # 949M22D5 - 3/1/03 2/29/04 | 1 | \$2 157 95 | \$2 157 95 |
| A34 SILVER+ | Sun Silver Maintenance w/24x7 Phone Uplift for Sun E220R Serial # 045C15FF - 3/1/03 2/29/04 | 1 | \$1 307 86 | \$1 307 86 |

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| | | | | |
|-------------|--|----|------------|-------------|
| N21-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Serial # HF11514726, HF11514568, HF11514533 HF12119289 HF12119233, HF11515444 HF10707910 HF10707949 HF10205512 HF10912809 HF1154647 HF11514570 HF11514514, HF11514573, HF1091275, HF11514575 HF11413808 HF11413807 HF11413570 HF11817860 HF11817905 HF11817850 HF11817849, HF11817759 HF11817770 HF12621772 HF12621759 HF12621982 HF13427620 HF20345924 HF20345941 HF11514647 - 3/1/03-2/29/04 | 32 | \$411 04 | \$13 153 28 |
| N21 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Serial # HF21152787 HF21152788 HF21152778 HF21152781 - 3/1/03-2/29/04 | 4 | \$394 65 | \$1 578 60 |
| A34-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun E220R - Serial # 049C0FD6 049C0FD5 049C0FB3 048C20AB - 3/1/03- 2/29/04 | 4 | \$1 064 97 | \$4 259 88 |
| A23 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Ultra 60 - Serial # 920H29B0 3/1/03-2/29/04 | 1 | \$1 391 93 | \$1 391 93 |
| N15-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1400 - Serial # 006M240D 113M21E5 114M2048 050M2440 120M214C - 3/1/03-2/29/04 | 5 | \$2 260 72 | \$11 303 60 |
| A33 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun E420R - Serial # 040H3B66 114C042B 113C0FB5 114C0025 113C1285 040H3C2D 113C05C5 - 3/1/03 2/29/04 | 7 | \$1 877 70 | \$13 143 90 |

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|-------------------------------|---|----|------------|-------------|
| A33 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun E420R - Serial #137C072D 137C0903 130C0428 130C0329 129C000B 130C0556 126C0EA0 130C032F 130C042A - 3/1/03-2/29/04 | 9 | \$1 127 30 | \$10 145 70 |
| N06-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra t1 - Senal #038C1782 3/1/03-2/29/04 | 1 | \$551 17 | \$551 17 |
| N21-BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Senal # HF21050926, HF21050991, HF21050988 - 3/1/03-2/29/04 | 3 | \$383 70 | \$1,151 10 |
| A28 BRONZE+ | Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Blade 1000 Workstation - Senal # NEEDED - 3/1/03 2/29/04 | 1 | \$794 05 | \$794 05 |
| LX50 Hardware Only Support | Sun Quote - 1100658 | | | |
| CBT L1FH36VSLM SHWN | Sun Hardware Only Support for LX50 Senal #KRBB251A0001 KRBB251A0002 KRBB251A0005 KRBB251A0006 KRBB251A0025 KRBB251A0026 KRBB251A0027 KRBB251A0028 KRBB251A0029 KRBB251A0030 KRBB251A0031 KRBB251A0032 KRBB251A0034 1 KRBB251A0034 2 KRBB251A0034 6 SKRBB247L000 1 SKRBB247L002 3 SKRBB247L000 2 SKRBB247L000 5 SKRBB247L000 6 NEUTRON GODDARD DOUPE KRBB239A0022 3/1/03-2/29/04 | 24 | \$303 61 | \$7 286 64 |
| CBT L1FH36VSLM SHWN | Sun Hardware Only Support for LX50 Senal #KRBB237A0090 KRBB237A0094 3/1/03 2/29/04 | 2 | \$230 65 | \$461 30 |

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|--|---|----|-------------|-------------|
| Sun Software Premium 7x24 Phone Support | Sun Quote - 1098880 | | | |
| SOL-CAT3-1PR- PREMIUM | Sun Software Premium 7x24 Phone Support for SOL CAT3 SW 1 USER LIC - Host ID # CHIAPP05, CHIDS01, DALDEV01 DALDEV1D DFWAPP06 DFWAPP10 DFWAPP12 DFWAPP14 DFWDEV01 DFWNB02 DFWNS01 DFWNS02 DFWAPP23 DFWAPP20 DFWAPP11 DFWNDM01, DFWAPP21 - 3/1/03-2/29/04 | 17 | \$653 92 | \$11,116 64 |
| SOL-CAT4-1PR- PREMIUM | Sun Software Premium 7x24 Phone Support for OL CAT4 SW 1 USER LIC - Host ID # CHINB02 DALAPP05, DFWUM01, DFWAPP16 DFWNS10 DFWORA03 DALHS03 DFWAPP04 DALDEV2A DALDORA08 DFWAPP22 CHIAPP0F CHINS03 DALAPP1B DALORA01 DALORA02 DFWORA09 CHIAPP09 DALORA05 DALAPP0C DALAPP0D DALORA09 DFWAPP09 CHIIMS02 CHIIMS01 DALHS03 DALDEV2A BOXED4500 DFWNS10 DALDEV2B DFWBDN01 DFWAPP23 - 3/1/03-2/29/04 | 32 | \$1 121 02 | \$35 872 64 |
| Sun Platinum Maintenance | Sun Quote - 1100151 | | | |
| N21-PLATINUM | Sun Platinum Maintenance for Sun Netra t1 - Senal #HF12018677 HF1091275 HF11514577 HF1152663 HF11413792 HF11514604 HF11514813 - 3/1/03-2/29/04 | 7 | \$848 55 | \$5 939 85 |
| F6800-PLATINUM | Sun Platinum Maintenance for Sun Fire 6800 Senal #210H2189 - 3/1/03 2/29/04 | 1 | \$34 751 49 | \$34 751 49 |
| F6800 PLATINUM | Sun Platinum Maintenance for Sun Fire 6800 Senal #242H25CD 3/1/03-2/29/04 | 1 | \$24 326 04 | \$24 326 04 |
| F4800 PLATINUM | Sun Platinum Maintenance for Sun Fire 4800 - Senal #133H3714 133H3715 3/1/03 2/29/04 | 2 | \$6 873 57 | \$13 747 14 |

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|--------------|--|---|------------|-------------|
| N25 PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF24201157 CF24201737 - 3/1/03 2/29/04 | 2 | \$660 16 | \$1 320 32 |
| N25-PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF23801670 - 3/1/03-2/29/04 | 1 | \$629 10 | \$629 10 |
| N25-PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF40040173 - 3/1/03-2/29/04 | 1 | \$825 19 | \$825 19 |
| N25-PLATINUM | Sun Platinum Maintenance for Sun Fire V120 - Senal #CF23903819 CF23903776 CF24004330 CF24004296 - 3/1/03-2/29/04 | 4 | \$577 64 | \$2 310 56 |
| A23-PLATINUM | Sun Platinum Maintenance for Sun Ultra 60 Senal #0921H2F7 - 3/1/03-2/29/04 | 1 | \$2 857 03 | \$2,857 03 |
| N04-PLATINUM | Sun Platinum Maintenance for Sun Netra t1120 - Senal #015M2657 948M282B - 3/1/03-2/29/04 | 2 | \$3 596 60 | \$7,193 20 |
| A34 PLATINUM | Sun Platinum Maintenance for Sun E220R - Senal #048C20F5 - 3/1/03-2/29/04 | 1 | \$2 179 76 | \$2 179 76 |
| A33 PLATINUM | Sun Platinum Maintenance for Sun E420R Senal #037C0135 - 3/1/03-2/29/04 | 1 | \$2 948 37 | \$2 948 37 |
| A33 PLATINUM | Sun Platinum Maintenance for Sun E420R Senal #113C123C 113C124F 114C0822 114C07E0 113C05CD 3/1/03-2/29/04 | 5 | \$2 307 43 | \$11 537 15 |
| A33-PLATINUM | Sun Platinum Maintenance for Sun E420R - Senal #039H41B3 3/1/03-2/29/04 | 1 | \$2 820 19 | \$2 820 19 |
| A35-PLATINUM | Sun Platinum Maintenance for Sun Fire 280R Senal #148C021C - 3/1/03 2/29/04 | 1 | \$2 101 90 | \$2,101 90 |
| A35 PLATINUM | Sun Platinum Maintenance for Sun Fire 280R Senal #128C020F 214C047B 214C04E9 217C5DEB 217C652C 3/1/03 2/29/04 | 5 | \$2 101 90 | \$10 509 50 |
| A35 PLATINUM | Sun Platinum Maintenance for Sun Fire 280R Senal # 225C5327 3/1/03 2/29/04 | 1 | \$3 503 17 | \$3 503 17 |
| A37 PLATINUM | Sun Platinum Maintenance for Sun Fire V480 - Senal #215V0184 222V0100 222V0010 244V01A9 244V01DA 244V0140 244V00D6 244V00D9 - 3/1/03 2/29/04 | 8 | \$3 176 21 | \$25 409 68 |

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|-------------------------------|---|----|------------|-------------|
| A37 PLATINUM | Sun Platinum Maintenance for Sun Fire V480 - Senal #222V021A, 222V009C - 3/1/03 2/29/04 | 2 | \$5 293 69 | \$10 587 38 |
| XT3AES PLATINUM | Sun Platinum Maintenance for Sun StorEdge T3 ES - Senal #111H281C 111H281D - 3/1/03 2/29/04 | 2 | \$5 297 84 | \$10 595 68 |
| SG MT1-H2C1T1-PLATINUM | Sun Platinum Maintenance for Sun StorEdge Media Tray - 3/1/03-2/29/04 | 2 | \$462 42 | \$924 84 |
| SG-MT1-H2C1T1-PLATINUM | Sun Platinum Maintenance for Sun StorEdge Media Tray - 3/1/03-2/29/04 | 2 | \$463 31 | \$926 62 |
| SG-MT1-H2C1T1 PLATINUM | Sun Platinum Maintenance for Sun StorEdge Media Tray - 3/1/03-2/29/04 | 2 | \$641 42 | \$1,282 84 |
| SF-CPUBD-447 PLATINUM | Sun Platinum Maintenance for Sun Enterprise CPU/Memory Board - 3/1/03-2/29/04 | 6 | \$4 577 34 | \$27 464 04 |
| SF-CPUBD-447-PLATINUM | Sun Platinum Maintenance for Sun Enterprise CPU/Memory Board - 3/1/03-2/29/04 | 10 | \$5 729 64 | \$57 296 40 |
| A37 PLATINUM | Sun Platinum Maintenance for Sun Fire V480 - Senal #238V0283 250V0035 250V00DD, 250V00DC - 3/1/03-2/29/04 | 4 | \$3 176 21 | \$12 704 84 |
| A35 PLATINUM | Sun Platinum Maintenance for Sun Fire 280R - Senal #217C652D - 3/1/03-2/29/04 | 1 | \$2 101 90 | \$2 101 90 |
| N21-PLATINUM | Sun Platinum Maintenance for Sun Netra T1 AC200 Senal #HF10912759 - 3/1/03 2/29/04 | 1 | \$510 10 | \$510 10 |
| Sun Bronze Maintenance | Sun Quote 1100094 | | | |
| N21 BRONZE | Sun Bronze Maintenance for Sun Netra T1 AC200 Senal #HF11514557 - 3/1/03-2/29/04 | 1 | \$342 53 | \$342 53 |
| A21 BRONZE | Sun Bronze Maintenance for Sun Ultra 5 Host ID DFWCABS1 - 3/1/03 2/29/04 | 1 | \$319 18 | \$319 18 |
| N06 BRONZE | Sun Bronze Maintenance for Sun Netra T1 - Senal #026C047F - 3/1/03 2/29/04 | 1 | \$459 31 | \$459 31 |
| N06-BRONZE | Sun Bronze Maintenance for Sun Netra T1 - Senal #042C2067 3/1/03 2/29/04 | 1 | \$459 31 | \$459 31 |
| N15 BRONZE | Sun Bronze Maintenance for Sun Netra 11400 Senal #120M346F 050M2403 120M2902 3/1/03-2/29/04 | 3 | \$1 883 93 | \$5 651 79 |

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| A33 BRONZE | Sun Bronze Maintenance for Sun E420R - Senal #021H42DC - 3/1/03-2/29/04 | 1 | \$1 564 75 | \$1 564 75 |
| A33 BRONZE | Sun Bronze Maintenance for Sun E420R - Senal #121C0265 121C0262 - 3/1/03 2/29/04 | 2 | \$938 85 | \$1,877 70 |
| N21-BRONZE | Sun Bronze Maintenance for Sun Netra T1 AC200 - Senal #HF12621771 - 3/1/03 2/29/04 | 1 | \$342 53 | \$342 53 |
| A35-BRONZE | Sun Bronze Maintenance for Sun Fire 280R - Senal #217C6518 - 3/1/03-2/29/04 | 1 | \$854 77 | \$854 77 |
| A37-BRONZE | Sun Bronze Maintenance for Sun Fire V480 - Senal #224V0022 - 3/1/03 2/29/04 | 1 | \$1 289 17 | \$1,289 17 |
| A23-BRONZE | Sun Bronze Maintenance for Sun Fire Ultra 60 - Senal #021H2D2C, 920H26DF - 3/1/03-2/29/04 | 2 | \$1 159 94 | \$2 319 88 |
| A36 BRONZE | Sun Bronze Maintenance for Sun Blade 100 - Senal #FT11520259, FT11520279, FT11530215 FT11530224 FT11840109 FT11840116 FT11840123 FT11840126 FT11840128 FT11840136 FT12250238 FT12320231 FT12320375 FT12330060 FT12940146 FT13110038 FT13110101 FT13940257 FT12240252 - 3/1/03-2/29/04 | 19 | \$202 41 | \$3 845 79 |
| A21-BRONZE | Sun Bronze Maintenance for Sun Ultra 5 - Senal #FW01830197 FW95110518 FW92350019 FW91230185 FW03450486 FW92650689 FW01830197 - 3/1/03 2/29/04 | 7 | \$319 18 | \$2 234 26 |
| A22 BRONZE | Sun Bronze Maintenance for Sun Ultra 10 Senal #FW92340941 3/1/03 2/29/04 | 1 | \$490 45 | \$490 45 |
| A35 BRONZE | Sun Bronze Maintenance for Sun Fire 280R Senal #217C652D 3/1/03-2/29/04 | 1 | \$854 77 | \$854 77 |
| Sun Quotes - 1100648 and 1099995 | | | | |

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|-------------------|--|----|------------|-------------|
| SOL CAT3-1ST-STND | Sun Software Standard Phone Support for SOL CAT3 SW 1 USER LIC - Host ID # DFWCPM01 DFWNS03 CHICPM01 DFWDS01 DFWAPP0E DALDEV04 GALAGA STAFF TETRIS STAFF PACMAN STAFF ANTIMATTER STAFF AUSNS01, MATRESS STAFF BUNSEN STAFF REMEDY STAFF BACKUP STAFF SS2 STAFF NEWSUPPORT STAFF, BEAKER STAFF BALNS01 ATLNS01 NFS STAFF SSADMIN STAFF CYCLOTRON STAFF BOXSPRING STAFF NEUTRINO STAFF COLLIDER STAFF XENA STAFF SYNCHROTRON STAFF CHIMTA02 CHIMTA01 KOOZBING STAFF POESTENKILL STAFF, STILETTO STAFF, GRACELAND STAFF RAVEN STAFF AODHAN STAFF MULTITECH STAFF TSUNAMI STAFF LEVIATHAN STAFF JADA STAFF KAMICHAN STAFF EVIL STAFF SWIFTSWORD STAFF FINS STAFF EXCALIBUR STAFF ZEPHYR STAFF DANTE STAFF RAPSCALLION STAFF, GRAV STAFF SHORTY STAFF - 3/1/03-2/29/04 | 50 | \$544 94 | \$27 247 00 |
| SOL CAT4-1ST-STND | Sun Software Standard Phone Support for SOL CAT4 SW 1 USER LIC - Host ID # SHAGGY STAFF SCOOPY STAFF WOODSTOCK STAFF SNOOPY STAFF 3/1/03 2/29/04 | 4 | \$934 18 | \$3 736 72 |
| A33 SILVER | Sun Silver Maintenance for Sun E420R Serial # 114C008D - 3/1/03 2/29/04 | 1 | \$1 153 71 | \$1 153 71 |
| A37-SILVER | Sun Silver Maintenance for Sun Fire V480 Serial # 222V0132 222V009A - 3/1/03 2/29/04 | 2 | \$1 588 11 | \$3 176 22 |
| L1000 SILVER | Sun Silver Maintenance for Sun StorEdge L1000 Serial # 924AA11898 3/1/03 2/29/04 | 1 | \$2 530 07 | \$2 530 07 |

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| | | | | |
|------------|--|---|----------|--------------|
| N19 SILVER | Sun Silver Maintenance for Sun StorEdge L1000 Serial # CV23200034, CV23200038 3/1/03 2/29/04 | 2 | \$186 96 | \$373 92 |
| | | | | |
| | | | Total | \$475,753 11 |

IBM will provide you these products on an estimated delivery date to be determined once a signed copy of this document is received

The total charges for the non-IBM software and hardware products listed in this Statement of Work are \$475,753 11. You will be invoiced upon receipt of the product. Invoices are payable upon receipt. This Statement of Work does not include shipping and handling charges nor sales taxes, which will be extra.

By signing below, each of us agrees that the complete agreement between us regarding these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement, or equivalent agreement.

We thank you for your interest in IBM Global Services and are looking forward to a mutually rewarding engagement.

Sincerely,

Jeff George
IBM Global Services

Agreed to Allegiance Telecom

Agreed to IBM

By _____

By _____

CLIENT NAME
Title
Allegiance Telecom

Jeff George
IBM Global Services

Date

Date



International Business Machines Corporation

| | | | | |
|------------|--|---|----------|--------------|
| | Sun Silver Maintenance for Sun StorEdge L1000 - Serial # CV23200094, CV23200038 - 3/1/03-2/28/04 | 2 | \$186.00 | \$373.02 |
| N18-SILVER | | | | |
| | | | Total | \$475,753.11 |

IBM will provide you these products on an estimated delivery date to be determined once a signed copy of this document is received.

The total charges for the non-IBM software and hardware products listed in this Statement of Work are \$475,753.11. You will be invoiced upon receipt of the product. Invoices are payable upon receipt. This Statement of Work does not include shipping and handling charges nor sales taxes, which will be extra.

By signing below, each of us agrees that the complete agreement between us regarding these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement, or equivalent agreement.

We thank you for your interest in IBM Global Services and are looking forward to a mutually rewarding engagement.

Sincerely,


Jeff George
IBM Global Services

Agreed to Alligiance Telecom

JANIE ANDERSON

By:

CLIENT NAME

Title NETWORK ADMINISTRATOR

Alligiance Telecom

Date:

5-5-03

Agreed to IBM,

By:


Jeff George
IBM Global Services

Date:

11

FRAMEWORK CONTRACT

This is a Framework Contract ("Contract"), dated as of April 18, 2001, between Allegiance Telecom Company Worldwide ("Client"), a company registered under Delaware law and PricewaterhouseCoopers LLP, a limited liability partnership organized under Delaware law, ("PwC")

- 1 **Introduction** - It is the Client's objective that Singl eView will be utilized to support the customer billing process for current markets and the clients therein as well as the Acquired entities. The scope of this Contract addresses the implementation of the Singl eView solution. This will be achieved through two releases, named "Release 1 0" and "Release-1 5" as described in the Road Map Document prepared by PwC and delivered to Client in December 2000.

The parties have completed the Analysis and Design Phases for Release 1 0 under the conditions of the Interim Letter of Agreement signed on January 15, 2001. Moving forward, the parties wish to establish a flexible contractual framework under which Client can obtain from PwC other services required for the implementation of the Singl eView billing system. This will be achieved through two specific written Service Agreements as follows:

| Service Agreement | Overview |
|-------------------|---|
| SA-1 | Configuration and Implementation Release-1 Analysis and Design Release-1 5 |
| SA-2 | Configuration and Implementation Release 1 5 |

The first Service Agreement, "SA 1" is attached as Attachment SA-1 to this Contract. Service Agreement 2 will be developed upon completion of the Design Phase for Release 1 5 during SA-1. The parties may decide to incorporate other Service Agreements by mutual agreement during the normal course of this Contract.

2. **Service Agreements** - Service Agreements entered into by the parties shall refer expressly to this Contract and identify the Service Agreement.

- 2.1 Objective
- 2.2 Scope of Services to be Performed
- 2.3 Deliverables and Responsibilities of the Parties
- 2.4 Estimated Level of Effort and Staffing Plan
- 2.5 Estimated Fees and Expenses
- 2.6 Estimated Timelines
- 2.7 Assumptions
- 2.8 Other Terms as Appropriate

- 3 **General Terms and Conditions** - The General Terms and Conditions governing this Contract and its Service Agreements are included in Attachment B to this Contract.

- 4 **Duration** - This Contract shall commence as of the date first provided above and will thereafter continue in effect indefinitely or until such date specifically identified in a Service Agreement as the date of termination of the Contract. The Contract is subject to the right of either party to terminate it upon 30 days prior written notice. Such termination shall not, however, effect the applicability of the terms of this Contract to any Service Agreement for which the Services called for by that Service Agreement have not yet been completed.

5. **Change Orders** - If Client or PwC wish to recommend an addition, modification or change to PwC's required performance under a Service Agreement or another matter related to this performance PwC and Client shall comply with the change control procedures described in Attachment A
6. **Contract Management** - Each of the parties will name a contact that will be responsible for managing issues relating to the performance of the Contract. The initial contacts are G. Clay Myers for Client and Raul Fabre for PwC
7. **Fees and Expenses** - Fees for this Contract are estimated at approximately US\$4,100,000 (excluding a 15% contingency but including PwC fees for the Analysis and Design (A&D) Phase) corresponding to Release 1.0 which have already been invoiced to Client as of March 31, 2001 in the amount of US\$1,187,047.00 as well as "ADC Software Systems, Inc." (ADC) fees estimated at approximately US\$250,000 for this same "A&D" Phase)

PwC fees will be billed on a Time and Materials basis based on hourly rates identified below and a 50-hour workweek. Billing rates to be used in this engagement include a significant discount from PwC full billing rates and are identified below:

| Resource Level | Hourly Rate |
|------------------|-------------|
| Partner/Director | US\$ 445 |
| Level 5 | US\$ 370 |
| Level 4 | US\$ 275 |
| Level 3 | US\$ 215 |
| Level 2 | US\$ 160 |
| Level 1 | US\$ 145 |

Expenses will be additional and based on the attached expense guidelines (Attachment C). Expenses will cover airfare to fly in and out every week or as required, lodging, airport and local transportation, meals and other expenses for consultants. They will also cover the cost of external reproduction and binding when and if required. Expenses are estimated at approximately 15% of fees. PwC will produce invoices for fees and expenses on a biweekly basis, and payment will be due 15 calendar days after the date of invoice presentation.

It is understood PwC will subcontract ADC resources for the period December 1, 2000 through March 31, 2001 to support the configuration effort as necessary. PwC and ADC have an agreement where PwC enjoys a discount on standard rates for ADC resources. It is agreed that:

- (a) The rates for ADC resources subcontracted by PwC and invoiced to Client will not exceed the rates ADC would have charged directly to Client and will not exceed the PwC rates above.
- (b) Similarly, PwC rates will not be lower than the rates charged to PwC by ADC.

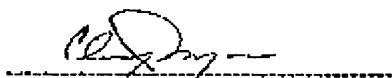
9. **Payment Basis** - Prior to the execution of each Service Agreement, PwC and Client will agree on an estimated fee for services plus expenses, which will be charged to Client based on a Time and Materials basis, using estimated hours per PwC Staff category level indicated in each Service Agreement and the Rate Schedule in section 8 above. Modifications to the scope of work and level of effort will be governed by the Change Order Procedure outlined in Attachment A of this Contract. Estimates of fees or other amounts provided by PwC will be given in good faith but may vary in accordance to actual project needs.

10. **Invoices** - Unless otherwise stated in a Service Agreement, an invoice will be issued on a monthly basis and be due and payable 30 days after delivery of the invoice by wire transfer in immediately available funds to the PwC account specified on the invoice
11. **Facilities** - Client agrees to provide or pay for all workspace, facilities and support that are reasonably requested and agreed upon by Client to perform the Services, including without limitation, office space secretarial support telephone and fax communications, development and configuration computers for the Single e configuration team, all required information technology structure for the project team
12. **Software and Hardware** - Client will directly procure, acquire, and install SingleView, Vertex and other software that may be required for this project. Similarly, Client will directly procure, acquire, install and maintain the hardware and information technology infrastructure required for supporting this project. This includes implementing administration, backup and recovery procedures for the development, training and testing environments
13. **Entire Agreement** - This Contract is deemed to include the Attachments referred to herein and all Service Agreements entered into by the parties to this Contract issued hereunder. This Contract constitutes the entire agreement between the parties and there are no prior or contemporaneous, oral or written, representations, understandings or agreements relating to the subject matter hereof which are not fully expressed herein. This Contract may only be amended in writing signed by a duly authorized representative of each party. Any claim relating to the provision of the Services by PwC, its affiliates or their respective staff will be made against PwC alone

In witness, each of the parties has caused this Contract to be executed on its behalf by its duly authorized representative as of the date first above written

For Client

For PwC



Mr. G. Clay Myers
Senior Vice President of Finance

Raul Fahre
Principal

6/25/01

Date

6/25/01

Date

LIST OF ATTACHMENTS

Attachment A
Attachment B
Attachment C
Attachment SA-1

Change Control Procedures
PwC's Standard Terms and Conditions
Expense policy
Service Agreement 1

ATTACHMENT A

Change Control Procedures

- 1 The party desiring the addition, modification, reduction or change shall submit in writing to the other party all requests for any services which alter, amend, enhance, add to, delete from or otherwise change the scope of services specified in a Service Agreement, as modified or amended in accordance with this Change Order procedure, and/or the time and/or place of performance (hereinafter referred to as a "Change Order").
- 2 PwC will evaluate each Change Order initiated by Client and submit an appropriate written response to Client's authorised representative as soon as possible but not later than 7 working days following PwC's receipt of the request. If PwC accepts the Change Order, subject to the parties' agreement as to cost and completion dates, then its written response shall include a statement of the availability of PwC personnel and resources, an assessment of the Change Order impact on the project critical path and schedule, and the estimated additional costs and the impact, if any, on the completion date(s) associated with such Change Order. Change Orders initiated or prepared by PwC shall include the above-mentioned statement when submitted to Client.
- 3 Should Client elect to authorise a Change Order initiated or accepted by PwC, Client will, as soon as possible but not later than 5 working days after receipt of a Change Order or PwC's acceptance thereof, authorise PwC to perform the requested Change Order by returning a duly authorised and executed copy of the request form to PwC's Project Manager. Upon such authorisation by Client, PwC will commence performance in accordance with such Change Order. Before PwC's proceeding with a detailed assessment of Change Order feasibility, method and costs, Client will request the Change Order in writing from PwC. PwC will in turn notify Client in writing of the estimated cost related to the Change Order assessment and preparation. If both parties agree on timing and cost for the assessment of the Change Order, PwC will proceed with the assessment and preparation of the Change Order. PwC's costs associated with preparing Change Orders or responding to Change Orders initiated by Client will be reimbursed by Client as part of the cost of the Change Order only if such Change Order is not authorised by Client.
- 4 PwC shall not be obligated to perform any such additional or different services in advance of written authorisation from Client. Furthermore, PwC shall not be obligated to accept any Change Order or to perform any additional services that in its good faith business judgement it determines are not feasible or impracticable or for which Client is unwilling to accept PwC's estimate of additional costs, completion time(s) or impact on performance measures. For the purposes of a Service Agreement, each Change Order initiated or accepted by PwC and duly authorised in writing by Client, shall be deemed incorporated into and shall constitute a formal change to the associated Service Agreement, adjusting the services, costs and completion dates as finally agreed upon for each authorised Change Order.



ATTACHMENT B - GENERAL TERMS AND CONDITIONS

1. **Entire Agreement.** These General Terms and Conditions and the engagement letter (and its attachments) or the proposal (and its attachments), as the case may be, to which these General Terms and Conditions are attached (collectively, the "Agreement") constitute the entire agreement between the client (the "Client") to whom such engagement letter is addressed or to whom such proposal is submitted, as the case may be, and PricewaterhouseCoopers LLP, a limited liability partnership organized under the laws of the State of Delaware ("PwC") regarding the project described in the engagement letter or the proposal, as the case may be. If PwC has commenced work in connection with the matter described in the engagement letter (and its attachments) or the proposal (and its attachments) as the case may be, to which these General Terms and Conditions are attached, all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous oral or written representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change, order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the engagement letter (and its attachments) or proposal (and its attachments) to which they may be attached, these General Terms and Conditions shall control.

2. **Relationship of Parties.** PwC in furnishing services to the Client, is an independent contractor. PwC does not undertake to perform any regulatory or contractual obligation of the Client or to assume any responsibility for the Client's business or operations. PwC shall supervise, perform or cause to be performed all work to be accomplished by PwC and may call upon the expertise and/or assistance of its PricewaterhouseCoopers affiliates in the performance of such services. To the extent that circumstances permit, PwC is committed to offering its staff a lifestyle which enables them to control their travel schedules. Accordingly, if PwC's staff is required to work away from home for extended periods to the extent consistent with PwC's performance obligations, the Client agrees to accept flexibility in the way PwC's staff divides their time between the Client's sites and their home base. Except as may be otherwise agreed in writing by the Client and PwC during the term of this Agreement and the twelve (12) months thereafter, neither the Client nor PwC nor any of their respective affiliates, shall offer employment to or employ any person employed then or within the previous twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement.

3. **Taxes.** There shall be added to the charges under this Agreement, and the Client shall pay to PwC an amount equal to any taxes, levies and duties, however designated or levied, domestic or foreign, based upon such charges, this Agreement, the services or materials provided, or their use, including without limitation state and local sales and use taxes, which are paid by or are payable by PwC plus interest and penalties, if any, exclusive, however, of United States federal, state or local taxes based on the net income of PwC. Should Client be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to PwC, then the sum payable to PwC shall be increased by the amount necessary to yield to PwC an amount equal to the sum it would have received had no withholdings or deductions been made. Notwithstanding two preceding sentences, PwC accepts full and exclusive liability for the payment of all employer contributions and taxes accounted by the remuneration paid to PwC employees as required by all applicable United States federal, state and local laws, rules and regulations.

4. **Warranty.** PwC warrants that the services provided will be performed and supervised by qualified personnel. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PwC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as expressly provided in the engagement letter, PwC is not providing any Year 2000 services (for example, Year 2000 assessment, conversion or testing), nor making any warranties with respect to the products or services provided by PwC, or by third parties under this Agreement to convert, process, provide and/or receive data within and between the twentieth and twenty-first centuries. Except for the warranty expressly set forth in the Paragraph 4, the Client acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.

5. **Indemnity.** (a) PwC and the Client each agree to indemnify, defend and hold harmless the other from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property to the extent arising out of the indemnified obligation in the performance of this Agreement.

(b) Each party agrees to indemnify, defend and hold the other, its partners, principals, employees and agents harmless from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to third party claims of infringement of any trade secrets, copyrights, trademarks, or trade names alleged to have occurred related to information or property provided by the indemnitor (including access to or use of Client information or systems provided to PwC by Client and Client's access or use of PwC Proprietary Information or the Licensed Work Product). With respect to patent infringement, PwC agrees that in performance of the Services it shall not knowingly design or develop anything that infringes a patent of another person, and shall advise Client in writing of any such patent of which it becomes

aware. Should the Client's use of work performed by PwC be determined to have infringed, or if, in PwC's judgment, such use is likely to be infringing, PwC may, at its option: (1) procure for the Client the right to continue to use the work performed by PwC, or (2) replace or modify the work performed by PwC to make its use non-infringing while yielding substantially equivalent results. If neither of such options are or would be available on a basis that PwC finds commercially reasonable, PwC may terminate this Agreement. The Client shall retain work performed by PwC and PwC shall refund the fees paid for the associated services, less a reasonable allowance for use. The Client reserves any other legal or equitable rights or remedies it may have. This indemnity does not cover alleged infringement caused by modifications to the work performed by PwC that are not made by PwC or that result from the Client provided designs, specifications or other information or from combination of such work with products or services not provided by PwC.

(c) The indemnities in this Paragraph 5 are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to control the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling such claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through a counsel of its own choosing.

6. **Limitation of Liability.** Other than the Client's obligation to make payments then due and owing under this Agreement, a party's and its affiliates' care and collective liability arising out of or relating to this Agreement, including without limitation on account of performance or nonperformance of obligations hereunder regardless of the form of the cause of action, whether at contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the amounts paid to PwC under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM (EXCEPT AS PROVIDED FOR IN PARAGRAPH 5) OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE, WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. No action regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

7. **Ownership.** Title to all written material originated and prepared for the Client under this Agreement, shall belong to the Client. However, PwC's working papers and PwC Confidential Information (as defined below) belong exclusively to PwC. The ideas, concepts, know-how, techniques, inventions, discoveries, improvements and other information relating to information processing, telecommunications or business process re-engineering or design, developed during the course of this Agreement may be used by either party, without an obligation to account, in any way it deems appropriate, including without limitation by or for its clients or customers, notwithstanding any provision in this Agreement to the contrary. PwC is in the business of providing consulting services and developing computer software for a wide variety of clients and the Client understands that PwC will continue these activities. Accordingly, nothing in this Agreement shall preclude or limit PwC from providing consulting services and/or developing software or materials for itself or other clients, irrespective of the possible similarity of screen formats, structure, organization and sequence to materials which might be delivered to the Client.

8. **Confidentiality.** PwC agrees that all financial, statistical, marketing and personnel data relating to the Client's business, and other information identified as confidential by the Client, are confidential information of the Client ("Client Confidential Information"). The Client agrees that Change Management Methodology, assessment methodology and SUMMIT products and proprietary software, tools and other methodologies (including without limitation its ChangePro™ software tool, KnowledgeView database and software, BetterTech tools, and its industry and templates), and any other information identified as confidential by PwC, are confidential information of PwC ("PwC Confidential Information"). Client Confidential Information and PwC Confidential Information are collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party which is disclosed to it only for the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, other than to PwC's subcontractors and to each other's employees on a need-to-know basis. Each party agrees to take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those standards it uses to protect the confidentiality of its own Confidential Information, but at a minimum, each party shall take reasonable steps to advise their employees (and, in the case of PwC, its subcontractors) of the confidential nature of the Confidential Information and of the prohibitions on copying or in using such Confidential Information contained herein. PwC and the Client each agree to require that the other party's Confidential Information be kept in a reasonably secure location. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be obligated to treat as confidential, or otherwise be subject to the restrictions on use, disclosure or treatment contained in this Agreement for any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is generally known or easily ascertainable by non-parties of ordinary skill in computer or process design or programming or in the business of the Client; (3) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (4) is independently developed by

the recipient without any reliance on Confidential Information or (5) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information.

9. **Deliverables, Mile.** Client will notify PwC, in writing within ten working days of its receipt of any PwC deliverable under this Agreement, whether or not the deliverable is accepted. If the deliverable is not accepted, the notice will specify in reasonable detail the reasons that the deliverable fails to meet the requirements described in this Agreement in all material respects. Acceptance by Client will not be unreasonably withheld. The passage of ten working days without notice of nonacceptance by Client or use by Client of the deliverable, will constitute acceptance by Client of the deliverable. PwC will take reasonable measures to remedy any failure of the deliverable to meet the requirements described in this Agreement in all material respects. Unless otherwise specifically agreed by PwC and Client for a particular deliverable, any deliverable which has been accepted as described above or which is used by the parties as the basis for subsequent deliverables will be considered to supercede (and prevail in the event of any conflict with) any preceding deliverable created or provided pursuant to this Agreement. The parties agree that a date or schedule contained in this Agreement is important to achieve, but nonetheless represents an estimate and will likely be revised during the course of carrying out the services. However, PwC will use all reasonably practical and diligent efforts to achieve the date or schedule.

10. **Binding Nature and Assignment.** This Agreement shall be binding upon and

inure solely to the benefit of the parties hereto and their successors and permitted assigns and nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, save for the parties affiliates as expressly provided in Paragraph 6, Limitation of Liability. Neither party may, nor shall have the power to assign or transfer this Agreement without the prior written consent of the other party, except that either party may without consent assign or transfer this Agreement to a successor to the business which this Agreement relates. Any claim relating to the provision of services by PwC, its affiliates or their respective staff will be made against PwC alone. The rights and obligations of the parties under these General Terms and Conditions shall survive termination of this Agreement for any reason. Without limiting the restrictions on PwC contained in Paragraph 8 Confidentiality PwC may refer to this engagement as an experience culture with its clients and prospects.

11. **Approvals and Similar Actions.** Where agreement, approval, acceptance, consent or similar action by the Client or PwC is required under this Agreement, such action shall not be unreasonably delayed or withheld.

12. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.

13. **Attorney Fees.** The prevailing party in any dispute concerning this Agreement shall be entitled to recover its reasonable attorney fees and expenses from the other party.

expenses for partner who are not on a long-term assignment, or until they are eligible to begin long-term assignment. Expenses include hotel lodging, round-trip weekly airfare, auto rental, and other incidental expenses. To be based on actual expenses.



**Attachment C
MCS (Domestic) Long-Term Out-of-Town Assignment
Engagement Expense Summary**

| | | | |
|-----------------------------|-----------------------------------|-----------------------|----------------------------|
| Client Name | Allegiance Telecom | Engagement Address | 9201 N. Central Expressway |
| Engagement Name | SingleView Billing Implementation | | Dallas, TX 75231 |
| Engagement Code | 153302 9039 00 | Billing Unit Name | MWBU ICE/T |
| Engagement Partner | Raul Fabre | Billing Unit Code | 9190 |
| Engagement Manager | Cheryl Nolan | Engagement Start Date | |
| Long-Term Assignments Coord | Janet Anderson | Engagement End Date | 9/30/2001 |

| Engagement Expense Reimbursements/Payments | Daily Rate | Monthly Occupancy Rate | | Tax | Limitation / Comments |
|---|------------|------------------------|---------------------|------------|---|
| | | Single | Multiple | Treatment* | |
| <u>Expense Allowance Package</u> | | | | | |
| Lodging and Living Allowance | | \$1,700.00 | \$1,500.00 | TC | Reported as a daily per diem allowance, calculated as the monthly amount divided by 18 days. Subject to engagement partner/manager discretion as to necessity and reasonableness. |
| Temporary Hotel Accommodations | | \$150/night | \$150/night | TC | |
| Permanent Set-Up costs (one time only) | | Actuals up to \$500 | Actuals up to \$500 | GU | Actuals, subject to engagement partner/manager discretion as to necessity and reasonableness. |
| Meals & Incidentals | \$70.00 | | | TC | Provided for every day spent at the engagement site. |
| Transportation Between Eng. Site and Home | | Actuals - see notes | Actuals - see notes | TC | In accordance with the standard Firm Policy. |
| Out-of-Town Travel | | Actuals | Actuals | T | Less than or equal to the normal total cost of traveling to home city. |
| Transportation at Engagement Site | | | | | |
| Car Rental | | Actuals | Actuals | TC | Actuals, subject to engagement partner/manager discretion as to necessity and reasonableness. |
| Car Allowance | | N/A | N/A | T | Subject to engagement partner/manager discretion as to necessity and reasonableness. Must be less than actual rental car expenses. |
| Engagement Site Parking | | N/A | N/A | TC | Subject to engagement partner/manager discretion as to necessity and reasonableness. |
| Long Distance Telephone | | Actuals up to \$100 | Actuals up to \$100 | TC | Subject to engagement partner/manager discretion as to necessity and reasonableness. |
| Golf Club/Spa Fees | | Actuals up to \$75 | Actuals up to \$75 | T | Maximum of \$75 per month, based on actual receipts (not an allowance). |
| <u>Engagement Relocation Package</u> | | | | | |
| Relocation Premium | | N/A | N/A | GU | |
| Meals & Incidentals | | N/A | N/A | GU | |
| Relocation Expenses | | N/A | N/A | | Request reimbursement of these expenses by completing the MCS Engagement Relocation Expense Reimbursement form. |
| Trips Home | | N/A | N/A | | Up to two trips home per year. |

Exceptions (Add/Deletions):

exceptions

Per Diem:

Long term lodging per diem is to be recorded twice a month for the time period being reported on only (i.e., on the 15th for the period from the 1st thru the 15th and on the 30th for the period from the 16th thru the 30th. Lodging should be listed on the expense report as "10 days @ \$85/day (per diem lodging) (mm/dd - mm/dd)". Thus \$850 amount is charged in twice a month. The lodging per diem is expensed on a pro-rated basis for any partial period - such as the first and last period a person is assigned to the project.

Apartment Set Up Fees - Actual expenses up to \$500 can be expensed associated with setting up the apartment, such as acquiring towels, sheets, pillows, kitchen utensils and the like. Reimbursements are considered taxable income, eligible for tax gross up. Appropriate, apartment set-up items should be re-used on other engagements.

Meals and Incidentals - The per diem is only allowed for days worked outside your home office city (# days @ \$30/day). This per diem can cover breakfast, lunch and/or dinner in total at the staff's discretion. If you expense dinner for yourself and others on the team, you must follow project guidelines and include the number of people at dinner as well as their initials. Staff whose meal is paid for may NOT charge in the full per diem for that day. The amount to be deducted from the per diem should be based on the cost of meal provided.

Team Functions - (i.e. dinners, lunches, leaving parties, etc.) MUST have management's approval PRIOR to the event and should include approximate expected expenditure. Staff whose meal is paid for during a project event may NOT charge in the full per diem for that day. The amount to be deducted from the per diem should be based on the cost of meal provided.

Transportation

Flights - All airline tickets are to be purchased as non-refundable and should be based on at least the 14 day advance fare. Generally, your ticket class fare should NOT be B, C, or Y - those are full fare coach tickets. The only exception is if these fares are comparable to the 14 day advance. Your ticket class should NEVER be P - this is first class. Please remember to include flight receipts, boarding passes and itineraries. Boarding passes, itineraries and AMEX receipts are optional for project copies.

In Lieu of Flights - in lieu of tickets must be comparable to the 14 day advance purchase. Any amount over the average 14 day advance fare are to be covered by the staff. Please note that in lieu of travel should be marked as "Taxable" in TFX.

Airport Change Fees - Change fees on non-refundable tickets must be approved by a project manager. Client demands should be the only justification for such an expense.

Transportation to/from airport - Actuals up to \$150/week. This is not an allowance. It is for taxis, limos, parking, etc. and should fall under \$150/week total.

Rental Cars - Rental Cars must be returned with a full tank of gas - no gas charges should be incurred, including pre-purchase. Mid-size cars (not full size) would be rented. All supplemental insurance coverage should be waived on rental cars.

Tips - You may only expense tips on restaurant bills, taxi service, and food deliveries. Hotel tips (to bellman, housekeeping, etc.) are NOT acceptable. Under no circumstances should any of these tips exceed 20% of the bill.

Administrative Controls

Author: Cheryl Noan

Date Created: 5/29/01

Last Edited: 5/29/01

Tax Treatment

T = Taxable, not eligible for gross up

NT = Not Taxable

TU = Taxable, eligible for gross up

C = Refer to Tax Certification form for tax treatment

International Business Machines Corporation

Please direct inquiries and correspondence to

Account Number

Invoice Number

Invoice Date

Page Number

IBM CORPORATION
13800 DIPLOMAT
DALLAS TX 75234
Phone (877) 426-6006

0138115-AA

C03B83S

AUG 18 2003

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Email

Installed at

ALLEGIANCE TELECOM
9201 NORTH CENTRAL EXPWY
BLDG B
DALLAS, TX 75231-5916

ALLEGIANCE TELECOM
ACCTS PAYABLE
9201 NORTH CENTRAL EXPWY
BLDG B
DALLAS, TX 75231-5916



Accounts Rec
Branch Off

TWR

Customer Reference

PO# 71733 - INV TO JENNIFER L TURNER
SIGNED BY CHRISTINE KORNEGAY
CASEID#002611695-K-Q3R-C6JNM-330333

Please remit payments to

Terms

PO BOX 841593
DALLAS, TX 75284-1593

PAYMENT DUE UPON RECEIPT OF
INVOICE - LATE PAYMENT FEE
MAY APPLY

INVOICE FOR SERVICES

| DESCRIPTION | SERVICE DATE | TAX | AMOUNT |
|--|-----------------|--------|----------|
| CONTRACT NUMBER CFTPNGK WORK NUMBER C6JNM | | | |
| TI OEM EQUIPMENT | | | |
| FIXED/INCIDENT CHARGES | | | |
| VENDOR HARDWARE PO# 71733 / Q20038538 | 07/01-06/30/03 | 474 80 | 5,755 20 |
| TOTAL | | | 5,755 20 |
| STATE TAX | | | 359 70 |
| LOCAL TAX | | | 115 10 |

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US

IF NOT PAID BY SEP 16, 2003, PAY THE AMOUNT DUE PLUS A LATE PAYMENT
FEE OF \$77 88 FOR A TOTAL OF \$6,307 88 IF PAYMENT IS NOT MADE
WITHIN ONE MONTH OF SEP 16, 2003, ADDITIONAL CHARGES MAY APPLY

ANNOUNCING IBM INVOICES ON-LINE RECEIVE YOUR INVOICES OVER THE INTERNET
TO REGISTER, PLEASE VISIT HTTP //IOL DBEXPRESS NET/AM/US/EN

Original Invoice

PAY THIS AMOUNT

\$6,230 00

FedEx Express
Delivery Information
Domestic Trade
1000 FedEx Drive
Dorchester, PA 15108-0022

U.S. M3 1000 FedEx Drive
Dorchester, PA 15108-0022

Telephone 501-689-2800



October 26 2003

JENIFER TURNER
(703) 653-7535

Dear JENIFER TURNER

Our records reflect the following delivery information for the shipment with the tracking number
613131834980

Delivery Information

Signed For By J PEREZ

A handwritten signature in black ink, appearing to read "J. Perez", with a small vertical line to the right.

Delivered to 9201 N CENTRAL EXP

Delivery Date March 04 2003

Delivery Time 09 41 AM

Shipping Information

Shipment Reference Information 143160

Tracking No 613131834980

Ship Date March 03, 2003

Shipper DATARAM
29 RICHARD RD
IVYLAND PA 189741512
US

Recipient CORP BLDG
ALLEGIANCE TELECOM
9201 N CENTRAL
EXPRESSWA
DALLAS TX 75231
US

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service
1-800-Go-FedEx (1-800-463-3339)

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