

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,

Vıcky 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 INVOICE NUMBER

NUMBER

INVOICE DATE

INVOICE **AMOUNT** PRE PETITION

POST PETITION

138115 C03B83S

08/18/2003

\$6,230 00

\$5,468 59

TOTAL PRE-PETITION

\$5,468 59

\$5,468 59

TOTAL POST-PETITION

\$761 41

\$761 41

\$761 41

TOTAL CLAIM

\$6,230 00

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International Business Machines Corporation

April 4, 2003

Non IBM Software and Hardware Products Statement of Work Q20038694

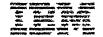
Mr Jaime Morgan Allegiance Telecom Corporate Building 2 9201 North Central Expressway Dallas TX 75231

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			1
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 4 2
A23-SILVER+	Sun Silver Maintenance w/24x7 Phone Uplift for Sun Ultra 60 - Senal # 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

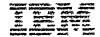


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N15 -SILVER+	Sun Silver Maintenance w/24x7 Phone Uplift for Sun Netra T1400 - Senal # 114M204B 3/1/03-2/29/04	1	\$2 783 85	\$2 783 85
NS XDSKD130- 72GAC-SILVER+	Sun Silver Maintenance w/24x7 Phone Uplift for Sun D130 - Senal # 212C68E3 - 3/1/03- 2/29/04	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	11	\$672 67	\$ 672 67
A37-SILVER+	Sun Silver Maintenance w/24x7 Phone Uplift for Sun V480 - Serial # 243V00CF 3/1/03- 2/29/04	11	\$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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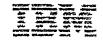
N21-BRONZE+	Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Senal # HF11514726, HF11514568 HF11514533 HF12119289 HF12119233, HF11515444 HF10707910 HF10707949 HF10205512 HF10912809 HF1154647, HF11514570 HF11514514, HF11514573, HF1091275, HF11514575 HF11413808 HF11413807 HF11413570 HF11817860 HF11817790 HF11817750, 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 8 8
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	S1 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
NOS PRONZEI	Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra t1 - Senal #038C1782 - 3/1/03 2/29/04	1	\$551 17	\$ 551 17
N06-BRONZE+	Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Senal # HF21050926 HF21050991, HF21050988 -		#33117	
N21 BRONZE+	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 KRBB251A0027 KRBB251A0026 KRBB251A0027 KRBB251A0028 KRBB251A0029 KRB251A0030 KRBB251A0031 KRBB251A0032 KRBB251A0034 1 KRBB251A0032 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
	Sun Hardware Only Support for LX50	24	\$303 61	\$7 200 04
CBT-L1FH36VSLM SHWN	Senal #KRBB237A0090 KRBB237A0094 3/1/03 2/29/04	2	\$230 65	\$461.30

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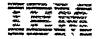


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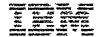
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Sun Software Premium 7x24 Phone Support	Sun Quote 1098880			
SOL-CAT3-1PR- PREMIUM	Sun Software Premium 7x24 Phone Support for SOL CAT3 SW 1 USER LIC - Host ID # CHIAP05, CHIDS01, DALDEV01 DALDEV1D DFWAPP06 DFWAPP10 DFWAPP12 DFWAPP14 DFWDEV01 DFWNB02 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 DFWAPP04 DALDEV2A DALDORA08, DFWAPP22 CHIAPP0F CHINS03 DALAPP1B DAL0RA01 DAL0RA02 DFWORA09 CHIAPP09 DALORA05 DALAPP0C DALAPP0D DALORA09 DFWAPP09 CHIMS02 CHIMS01 DALHS03 DALDEV2A BOXED4500 DFWNS10 DALDEV2B DFWBDN01 DFWAPP23 - 3/1/03-2/29/04	32	\$1 121 02	\$35 872 6 4
Sun Platinum	_			
Maintenance N21-PLATINUM	Sun Quote - 1100151 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 5 7	\$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
TYZO Y EXTINOIO	V 120 - Senai #61 2500 1010 - 31 1105-212-3104		Ψ023 10	<u>Ψ023 10</u>
N25 PLATINUM	Sun Platinum Maintenance for Sun Fire V120 - Senal #CF40040173 - 3/1/03-2/29/04	1	\$825 19	\$825 19
	Sun Platinum Maintenance for Sun Fire V120 - Senal #CF23903819 CF23903776			
N25-PLATINUM	CF24004330 CF24004296 - 3/1/03-2/29/04	4	\$577 64	\$2 310 56
A23-PLATINUM	Sun Platinum Maintenance for Sun Ulfra 60 Senal #0921H2F7 - 3/1/03-2/29/04	1	\$2 857 03	\$ 2,857 03
	Sun Platinum Maintenance for Sun Netra 11120 Senal #015M2657 948M282B -			
N04 PLATINUM	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
AGO DI ATURIA	Sun Platinum Maintenance for Sun E420R Senal #113C123C 113C124F 114C0822			7
A33-PLATINUM	114C07E0 113C05CD 3/1/03-2/29/04	5	\$2 307 43	\$11 5 37 1 5
A33 PLATINUM	Sun Platinum Maintenance for Sun E420R - Senal #039H41B3 3/1/03-2/29/04	11	\$2 820 19	\$2 820 19
A35-PLATINUM	Sun Platinum Maintenance for Sun Fire 280R Senal #148C021C - 3/1/03-2/29/04	11	\$2 101 90	\$2,101 90
	Sun Platinum Maintenance for Sun Fire 280R Senal #128C020F 214C047B 214C04E9 217C5DEB 217C652C 3/1/03			
A35 PLATINUM	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 6 8



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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
	Sun Platinum Maintenance for Sun StorEdge T3 ES - Senal #111H281C 111H281D -		65 007 04	640 505 60
XT3AES PLATINUM	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 Enterpnse 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 6 4	\$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	11	\$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	<u> </u>	\$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	1 \$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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International Business Machines Corporation

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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 DFWAPPOE 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 SADMIN STAFF CYCLOTRON STAFF COLLIDER STAFF XENA STAFF SYNCHROTRON STAFF CHIMTA02 CHIMTA01 KOOZBING STAFF HOESTENKILL STAFF, STILETTO STAFF, GRACELAND STAFF RAVEN STAFF AODHAN STAFF MULTITECH STAFF TSUNAMI STAFF LEVIATHAN STAFF TSUNAMI STAFF LEVIATHAN STAFF EVIL STAFF SWIFTSWORD STAFF FINS STAFF EXCALIBUR STAFF FINS STAFF EXCALIBUR 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 SCOOBY 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 Senal # 114C008D - 3/1/03-2/29/04	1	\$1 153 71	\$1 153 71
A37 SILVER	Sun Silver Maintenance for Sun Fire V480 Senal # 222V0132 222V009A - 3/1/03 2/29/04	2	\$1 588 11	\$3 176 22
L1000 SILVER	Sun Silver Maintenance for Sun StorEdge L1000 Senal # 924AA11898 3/1/03 2/29/04	1	\$2 530 07	\$2 530 07



International Business Machines Corporation

N19 SILVER	Sun Silver Maintenance for Sun StorEdge L1000 - Senal # 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

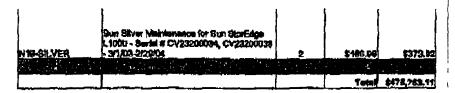
Sincerely,

Jeff George

IBM Global Services

Agreed to Allegiance Telecom	Agreed to IBM
Ву	Ву
<i>CLIENT NAME</i> <i>Title</i> Allegiance Telecom	Jeff George IBM Global Services
Date	Date

International Business Machines Corporation



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,

IBM Global Services

Agreed to Allegiance Telecom.

CLIENT NAME

THE NETWORK ADMINISTRATE

Agreed to JBM.

TBM Global Services

Allegiance Telecom

Date 5-5-03

Date:

SUBSTITUTE THE THE PROPERTY OF THE PROPERTY OF

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 intulual agreement during the normal course of this Contract.

- 2. Service Agreementa 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 fourly 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.

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- 10. Invoices Unless otherwise stated in a Service Agreement, an invoice will be 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 Singl eView, 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 intrastructure 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 authorised 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

Mr. G. Clay Myers

Senior Vice President of Finance

For PwC

Raul Fabre Principal

Date

Date

LIST OF ATTACHMENTS

Attachment A Change Control Procedures

Attachment B PwC's Standard Terms and Conditions

Attachment C Expense policy
Attachment SA-1 Service Agreement 1

ATTACHMENT A

Change Control Procedures

- 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").
- 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.
- 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 leasibility, method and costs, Client will request the Change Order in writing from PwC. PwC will in turn notify Client in writing of the estimated cust 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.
- 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 feacible 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 duty 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

- I Entire Agreement. These General Terms and Condutions and the engagement letter (and its attachments) or the proposal (and its attachments) at the case may be, to which these General Terms and Conditions are siturded (collectively, 164 "Agreement") considered the enter agreement between the phenishs Chemis to whom such imaging omen least to addressed or to whom such proposal is submitted, as the case may be, and PricewaterbourgeCopers LLP a limited balality personable congenized under the laws of the State of Delaware (PwC) regarding the propert described in the engagement letter or the property, so he case may be if PwC has commoned work in connection with the marties described in the engagement letter (and so enachronous) or the proposal (and its attachments) as the case may be to which there Chartel Terms and Conditions are attached all prevenious in this Agreement for the benefit or prevenion of other party shall apply to such activities. There are no prace or contemportuneous, and or writters, representations, understandings or agreements which are not fally expensed in the Agreement Wildle and the authorized representative of the party against witten such a marriage and august by an authorized representative of the party against witten such amendances changes notes wants of discharge is mought to be explored. In the event of according to the continuous section of the event of the continuous section with the continuous section, and to structurents) or proposal (and at attachments) to which they may be structed, these General Terms and Conditions shall execut).
- 2. Relationship of Parties PwC, in flatishing services to the Clicit, at an independent comments. PwC does not undersake to perform any regulatory or continuously obligations of the Chent or to assume any responsibility for the Clicit's business or operations. PwC shall improve a perform or cause to the performed all work to be accomplished by PwC and may cell upon the experime and/or ambinate of the Precentary-to-part affinition in the performance of such services. To the extent this current-meances persons, PwC is commented to offering as suff a heavy-in which enables them to common delice moved acception. Accordingly If PwC is staff in sequence to work away from hours for extended persons to the extent continues with PwC's staff divides them time between the Chent is stars and their home between the observations the Chent is stars and their home between the observation of the American of the formation of the formation of the tweether agreed in writing to the Chent as stars and PwC, desire the term of the American of the formation of the tweether the stars. is writing by the Chem and PwC, during the term of this Agreement and the twister (12) recently thereafter realises the Chem our PwC nor any of their respective affiliation, shall offic total by ment to a regility any period semblowed them or within the procedural twelver.

 (12) months by the other or any afficiate of the other of such person was severed, directly or indirectly to the performance of this Agreement
- 3 Taxes. There shall be accled to the changes under this Agreement and the Chemischall pay to Piot* an amount equal to any times. Excess and dastes however designated or fevered desactate or foreign, besent upon such changes, this Agreement, the services or insterdish provided, or their use, metading without limitation state and local sales and use. which save part by or are possible by PWC plus interior and social sales and use taxes, which are part by or are possible by PWC plus interior and penalties, it is except the property of Lasted States federal, state or local taxes besend on the net meane of PWC. Should Claest be required upder any law or negations of any governments easily or malabety operated or invests, to withhold or deduct they pertain of the payments due to PWC, then the sum payable to PWC shall be more and by the emount recessions to yield so PocC as another equal to the same it would have received last and writing or deductions been made. Notwellstending two proceding sentences, PwC accepts full and exchance hability for the payment of all employer contributions and taken manuscrat by the estimaters and not of the completeness as required by all applicable. United States federal, state and local laws, rules and regulations.
- 4. Warranden Pol, worsens that the services provided will be performed and supervised by qualified personnel KOTWTEHSTANDONG ANYTHING TO THE CONTEARY CONTAINED IN THIS AGREEMENT, Park Marach Pol Ulsten WARRANTES, EXPRESS OR IMPLIED OR WIRTHER ARISING BY OPERATION OF LAW COURSE OF PROFESSION OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTES OF PREFECTIONATABILITY AND PITTEES FOR A PARTICULAR PURPOSE SOLAR Capitally provided to the engagement letter Park is not prevening my Year 2000 Sectional Commission or bening), not making my warrantes with respect to the products or serviced by Park or by that pretend and between the Agreement to correctly process, provide and/or reserved date data within and between the townself of the product of the product of the product of the Park park of the data within and between the townself and the only first continued as a service that it is relied on an other representations or warrances have other representations or warrantes and that no other representations or warrantes have formed the basis of as bergain berounder
- 5 Inderently (a) PuC and the Chart each agree to neterinely, defeed and hold harmless the other from and against any and all intotatis payabs under any judgment varied, court eacher a settlement for death or bedly unjury or the dassage to ot large or destruction of any real or tangible personal property to the meter arrang out of the indextination or any real or tangible personal property to the meters arrang out of the indextination and the performance of this Agreement.
- (b) Each party agrees to indemnify defend and hold the other its parmors, generophic couployees and agents harmless from my and all claims, actions, duringes, habitines, costs and expenses including reasonable siterators free and expenses, arrang not of an reloting to thaird party claims of infragetisers of my trade secrets, copyrights, madernicks, or trade animal alleged to have accussed related to information or systems provided to ParC by Cheng and Cheng's access to or use of Fact Proprising provided to ParC by Cheng and Cheng's access to on use of Fact Proprising professions or the Liceasod Work Product). With respect to patient mirringement ParC agreet that in performance of the Services it shall not incovagely design or develop actaliting that mirringen is patient out. amordiest persons, and shall appries Clucks as writing of any much peters of which it becomes

- swere. Should the Climat's use of work performed by Port, be determined in have mininged, or if, in Port's judgment, tush use is likely to be infraging. Port negly at its option. (I) procure for the Client the right to epistime to use the work performed by Port to make it is use not infraging while yielding substantially equivalent residue. If method of such options are or would be available on a basis that Port finds accompaniedly remonable. Port may terminate that Agreement the Client shall retent work performed to Pac and Pac shall restore the fees paid for the monotoned services, less a resuperbile sillowance for one. The Client reserves any other legal or aquitable rights or remedies at may have. This indicaturity does not cover alleged infringement caused by modifications to the work performed by Pac that are not made by Pac or that result from the Client provided declare, monoficients are other affectives. designs, operations or other information or from combination of such work with products or services not provided by PAC
- (c) The indemnifica in this Paragraph 5 are contingent upon (1) this indemnified party promptly solifying the indemnifying party in writing of any claim, which may give rise to a claim for indemnification becomed (2) the indemnifying party being allowed in control the defense and extinance of such claim, and (3) the indemnified party exercises with all immediate requests of the indemnifying party by the indemnified party about two the right, at its option and expresses, to participate an indefense of may action, and or proceeding relating to such a claim through a counsel of its own choosing.
- Limitation of Liability. Other than the Checks obligations to under payments that are the and owing molec fins Agreement, a party's and its infiliates' cours and collective liability straing out of or relating to this Agreement actability without broader of account of performance or supportenance of obligations between regardless of the form of the cause of action, whether at contract to (including without limitation on ingligament), statute of caliform, whether at contract to (including without limitation than applicament), statute of caliform, whether at contract to (including without limitation than applicament), statute of caliform, whether at contract to (including without limitation than Agreement, which is to obtain the fine contract the Agreement, whether an any any limit for the contract of the OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING No action regardless of form, among out of that Agreement way be brought by eather party mane than one (1) year after the cause of oction has account.
- T Ownership. Take to all wratten material originated and prepared for the Chem-under that Agreement, shall belong to the Chear However PwCs working papers and PwC Considerated Informacion (as defined below) belong exclusively to PwC. The siens, concepts, know-how techniques, sowements, discovering, empowements and other unformation relating to information processing. (Second monormal or humbers process no-outpressing or design, developed during the course of that Agreement study be used by eather party, webbest an obligation to account, as my way it deture appropriance, including extent purry, weapon an obegance to account, in any way it occurs appropriate, including wholes illustrated by the for at clients or consports, notwithstanding my provision in the Agreement to the emistery. PwC is in the business of providing consulting previous and developing acceptant professive for a windown variety of clients and the Cheut understands that FwC will continue these activates. Accordingly, to this got this Agreement all preclines are limited PwC from providing containing secures makes developing as fewers or moterals for each or other elicate, prespective of the possible translating of screen process, surpresent, organization and sequence to materials which another be delivered in
- Candidentisticy For agrees that all financial statetual, merbeting and personnel data relating to the Chest's luminess, and other information identified as confidential by the Client, or confidential information of the Chest ("Chest Confidential Information"). the Cheer, are consequently proposed to the Coerc ("Cheer Confidential Information"). The Cheer agrees that Change Integration-O Methodology ascendant's incheology and SURVIVE to global and their methodologies (sechnidig without limitation by Change Pro²⁷⁴ software Incl. Anomiotogeview detailess and software. Belief Tech tools, and its industry and launnamers templates), and any other affectation admitted as confidential by PwC, are confidential information of PwC. TwC Confidential Information of PwC Confidential Information are collectively referred to as "Confidential Information". Each party shall use Conflidential Industriation of the other party which is disclosed to it only for the purposes of the Agreement and shall not disclose such Conflictual Information to any third pury without the other party's prior written consent other than to PwC's efractions and on pack other's comployees on a need-to-know base. Each party agrees a necessaries on process the commissionistic of the other party's Combidential Todormakum their, as the aggregate, are an less projective then those intestacts at uses to proceed the conflicted and as a conflicted and formation, but at a seasonamen, each party shall take reasonable steps to advice their emproyees (and, in the case of PAC, its subconstructors) of the conflicted attention of the Conflicted Privations and of the subcontractors) of the confidential fature of the Confidential Information and of the problement of the Confidential Information are subcontracted berein as the Chette each agree to require that the other party. Confidential Information be kept as a reasonably secure location. Notwalestanding anything to the contrary contained in this Agreement stocher party shall be obliqued to note as confidential, or otherwise be subject to the restrictivest on our, ductioner or treatment completed in this Agreement for my information disclosed by the other party (the "Ductioning Party") which (1) as replately known to the recipient prior to at disclosure by the Descloring Party. (2) is generally known to the recipient prior to at disclosure by the Descloring Party. (2) is generally known to the recipient growth to the business of the Chain (3) is released by the Ductioning Party to any other perion, firm or entity (including povernmential agreences or bureams) without restriction (4) is enterpowherdly Associated by expectation of the contraction (4) is enterpowherdly Associated by

the recipient without any relatance on Conflictment Information for (3) as or taker becomes publicly assembler without vibration of this Agreement or may be inwifife obtained by a party from any moneutry. Neither purry wild be hable to the other for mardwerrent or neitherned darkpaper of Conflictment in formation if the disclosure occurs anywhitemating. the party's exercise of the same level of protection and care that such party customarily uses at subspaceding scrown confidential information.

- Debyerables, help: Chest will notely PwC, in writing within the working days of the receipt of any PwC deliverable whole thin Agreement whether or not the deliverable to an except of any Part deliverable under this Agreement whether or not the deliverable is succepted. If the deliverable is not accepted the notice will specify in cratomable detail the reasons that the deliverable finits to meet the requirement as all uniquest exapted. Acceptance by Client will not be successably withheld. The pursuage of its working days without notice of acceptance by Chert, or use by Client of the deliverable, will constitute acceptance by Chert of the deliverable of the very large reasonably withheld. The pursuage of its working days without notice of acceptance by Chert, or use by Client of the deliverable, will constitute acceptance by Chert of the deliverable to meet the Park, will take reasonably interests a remove and failure of the deliverable to meet the Park, will take reasonably agreed by the Chert of any conflict with a superior of the deliverable which has been accepted as detections have or which as send by the persua as the beaut for subsequent deliverables, with be considered to supersed (and prevail in the event of any conflict with any proceeding deliverable consistency in proceeding deliverable or supersed (and prevail in the event of any conflict with any proceeding deliverable consistency in the Agreement in majorizant to advance, but acceptances of carrying out the services. However Part will use all reseconbly grassical and deligent efforts to achieve the date or schedule.
- Blading Nature and Assignment. This Agreement shall be binding upon and

- note solely to the benefit of the periors here o and their specialist, and periorited assignment and authors in this Agreement shall confer upon any other person or marks any legal or example right, broads or remedy of any nature whatsoever under or by special of this expand the right, bounds or remedy of any nature which over under or by reason of that Agreement, save for the portion affiliates so engrously provided in Paragraph 6, Landistino of Listilly Neither pure may, are shall have the power to assume the task that the Agreement without the prior written convent of the other purey, among that the Agreement without content among or transfer this Agreement to the business which this Agreement relates Any claim relating to the provision of services by Pa-C, as affiliates or their respective such will be made against Park about . The rights and obligations of the parises under these General Terms and Conditions shall survive templation of this Agreement for any reason. Without limbing the restrictions of Par consumed in Paragraph 1 Confidentially Park may refer to the conjugatement as an experience of attempting the column and the columns and proposed. experience catation with its clients and prospects
- Appenyals and Similar Actions. Where agreement, approval, acceptance, coment or synillar action by the Chest or PoC is required under this Agreement such Artern shall not be intressentially deligned or withheld.
- 12. Chefet of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without group affect to the couldest of laws. provisions thereof
- 13. Attentor Fees. The prevailing party in any dispete reaccraing that Agreement shall be entered to receive his scanosable attention fees and expenses from the other party.

expenses for perace mactual expenses.

to are not on a long-term seeignment, or until they are eligible to begin long-term seeignments include hotel origing, round-trip weekly sirtare, surfo remark and other incidental expenses. 1 be based

Altechment C

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

Street Name angargement Name ungagement Code

Allegrance Telecom SingleView Billing Implementation

ngagement Partner ngagement Manager

153302 9039 00 Raul Fabre Cheryl Volan ong-Term Assignments Coord Janet Anderson

Engagement Address 9201 N Central Expressway

Dallas, TX 75231 MWBU - ICE/T 9190

Billing Unit Varne Billing Unit Code Engagement Start Date

Engagement End Date 9/30/2001

	Monthly Ox	cupancy Rate	Tax	
ngagement Expense Reimbusements/Psyments Daily Rate	Single	Multiple	Treatment*	Limitation/ Comments
Apense Allowance Parkage odging and Living Allowance	\$1,700.00	\$1,500 00	TC.	Reported as a chaly per duern allowance, calculated
emporary Hotel Accommodations	\$150/mght	3 I 50/might	TC	as the mouthly amount davided by 18 days Subject to engagement partner/menager discretion
partment Sec-Up costs (one time only)	Actuals up o \$500	Actuals up to \$500	GU	43 to necessity and responsibleness Actuals, subject to engagement partner/manager
feals & Incidental) 530 (00 ransportation Between Eng Site and Home 1-Leau-of Travel	Actuals - see notes Actuals	Actuals sec notes Actuals	IC TC T	discretion as to necessity and reasonableness Provided for every day spent at the engagement site In accordance with the standard Firm Policy Less than or equal to the normal total cost of traveling to forme out:
ransportation at Engagement Site Car Reptal	Actuals	Actuals	π	Actuals, subject to engagement partner/manager
Car A lowence	N/A	N/A	T	discretion as to necessity and reasonableness Subject to engagement partner/manager discretion as to necessity and reasonableness. Must be less
ngagenent Site Parlong	N/A	N'A	TC	than actual rental car expenses Subject to engagement partner/manager discretion
ong Distance Telephone	Actuals up to \$100	Actuals up to \$100	l,C	as to necessity and responsibleness 'univertic engagement partner/manager discretion
calth Club/Spa Fees	Actuals up to \$75	Actuals up .o \$75	ı	as to necessity and ressonableness. Maximum of \$75 per month, based on actual recupts (not an allowance)
agagement Relocation Package				
elecation Premium	N/A	N/A	GU	
leak & incidentals	N/A	N/A	GU	
elocation Expenses	N/A	N/A		Request rembursement of these expense by completing the MCS Engagement Relocation Expense Rambursement form
rns Home	N/A	√/A		Up to two trips home per year

remembers -
enuments. In green 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 id on the 30th for the period from the 16th thru the 50th [.odging should be listed on the expense report as "10 days @ \$85/day (per diem lodging) un/dd mm/dd] " Thus \$850 amount is "harged in twice a month. The lodging per clem is expensed on a pro-rated basis for any partial period - such as the
st and last period a person is assigned to the project.
partment Set Up Fees - Actual expenses up to \$500 can be expensed associated with setting up the apartment, such as acquiring towels near, follows, louchen 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.
leals and Incidentals. The per diem is only allowed for days worked outside your home office cuty (# days @ \$30/day). This per diem can cover eakfast, hanch anc/or duriner in total at the staff's discretion. If you expense duriner for yourself and others on the team, you must follow project guidelines id include the number of people at durine as well as their mittals. Staff whose meal is paid for may NOT charge in the full per diem for that day he amount to be deducted from the per diem should be based on the cost of meal provided.
cam Functions - (i.e. dinners, lanches, leaving parties, etc.) MUST have management's approval PRIOR to the event and should include approximate specific expenditure. Staff whose meal is paid for duing a project event may NOT charge in the full per diem for that day. The amount to be schooled from the per diem should be based on the cost of meal provided.
ransportation lights. All arrianc release are in he purchased as mon-refundable and should be based on at least the 14 day advance fare. Centerally, your ticket class fare muld 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 are should NEVER be F - this is first class. Please remember to include flight receipts, boarding passes and itineraries. Boarding passes, itineraries and AMEX ills are optional for project copies.
Lieu of Flights - π heu of tickets must be comparable to the 14 day advance purchase. Any amount over the average 14 day advance fare are to be average on the staff. Please note that in lieu of travel should be starked as "Taxable" in TFX.
tight Change Fees. Change fees on non-refundable ackets must be approved by a project manager. Chent demands should be the only istification for such an expense.
ransportation to/from amport. Actuals up to \$150/week. This is not an allowance. It is for taxes, brance, parking, etc. and should full under \$150/ week. total
ental Cars - Rental Cars must be returned with a full tank of gas no gas charges should be mounted, including pre-purchase. Mic-size cars (not full size) tould be rented. All supplemental insurance coverage should be waived on rental cars
aps - You may only expense tips on restaurant bills, taxt service, and food deliveries. Hotel tips (to beliman, housekeeping, etc.) are NOT acceptable index on curcumstances should any of these tips exceed 20% of the bill
dministrative Controls uther Cheryl Nosen late Created 1/29/01

ast Edu 5/29/01

Tex Treatment
= Taxable, not eligible for gives up

II = Not Taxable

IU = Taxable, eligible for gross up

C = Refer to Tax Certification form for tax treatment

international publicss Machines Corporation

Please direct inquiries and correspondence to

Account Number 0138115-AA Invoice Number C03B83S

Invoice Date

AUG 18 2003

Page Number

IBM CORPORATION 13800 DIPLOMAT

DALLAS TX 75234 Phone (877) 426-6006

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

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 WORK NUMBER

CFTPNGK C6JNM

TI OEM EQUIPMENT

FIXED/INCIDENT CHARGES

VENDOR HARDWARE PO# 71733 / Q20038538 07/01-06/30/03

474 80

5,755 20

TOTAL

~(=) J5

5,755 20

STATE TAX LOCAL TAX

359 70 115 10

CIV PEST IVIUI

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 Do riestic Trace 1000 Fedex Drive Dorcopolis Pri 16109-0022 U.S. M3 1000 Fedex Drive Obracka s PA 15108-0022

Telephone \$01 G69-2800



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 PFRF7

Delivered to 9201 N CENTRAL EXP

Delivery Date March 04, 2003

Delivery Time 09 41 AM

Shipping Information

Shipment Reference Information 143160

US

Tracking No. 613131834980 Ship Date March 03, 2003

Shipper DATARAM Recipient CORP BLDG

29 RICHARD RD ALLEGIANCE TELECOM

IVYLAND PA 189741512 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) Reference No R2003102100101629153

This Information is provided subject to the FedEx Service Guide

-

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

1

IBM CORPORATION

STATEMENT OF ACCOUNT ALLEGIANCE TELECOM

CHAPTER 11 CASE# 03-13057

FILE DATE 5/14/03

S DIST NY

CUST INVOICE NUMBER 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

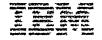
Dear Mr Morgan

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			1
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 - Senal # 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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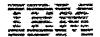


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N15SILVER+	Sun Silver Maintenance w/24x7 Phone Uplift for Sun Netra T1400 - Senal # 114M204B 3/1/03 2/29/04	1	\$2 783 85	\$2,783 85
NS-XDSKD130- 72GAC-SILVER+	Sun Silver Maintenance w/24x7 Phone Uplift for Sun D130 Senal # 212C68E3 - 3/1/03-2/29/04	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 8 5	\$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 2 6	\$ 1 756 26

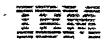


	Sun Bronze Maintenance w/24x7 Phone Uplift for Sun Netra T1 AC200 - Senal # HF11514726, HF11514568, HF11514533 HF12119289 HF12119233, HF11515444 HF10707910 HF10707949 HF10205512 HF10912809 HF1154647 HF11514570 HF11514514, HF11514573, HF1091275, HF11514575 HF11413808 HF11413807 HF11413570 HF11817860 HF11817905			
N21-BRONZE+	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 11400 - 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	S1 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 - Serial #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 - Serial # 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	24	\$303 61 \$230 65	\$7 286 64 \$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 <u>92</u>	\$11,116 64
	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			
SOL-CAT4-1PR- PREMIUM	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 Sun Platinum Maintenance for Sun Netra 11 - Senal #HF12018677 HF1091275 HF11514577 HF1152663 HF11413792		£040.55	# E 020 05
N21-PLATINUM	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	11	\$825 19	\$825 19
				,
	Sun Platinum Maintenance for Sun Fire V120 - Senal #CF23903819 CF23903776			
N25-PLATINUM	CF24004330 CF24004296 - 3/1/03-2/29/04	4	\$577 64	\$2 310 56
A22 DI ATIMUM	Sun Platinum Maintenance for Sun Ulfra 60		40.057.00	** *** **
A23-PLATINUM	Senal #0921H2F7 - 3/1/03-2/29/04	11	\$2 857 03	\$2,857 03
	Sun Platinum Maintenance for Sun Netra (1120 - Senal #015M2657 948M282B -			
N04-PLATINUM	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
		·		١
	Sun Platinum Maintenance for Sun E420R			-
A33 PLATINUM	Senal #113C123C 113C124F 114C0822 114C07E0 113C05CD 3/1/03-2/29/04	5	\$2 307 43	\$11 5 37 15
		1		
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
	Sun Platinum Maintenance for Sun Fire 280R Senal #128C020F 214C047B			
A35 PLATINUM	214C04E9 217C5DEB 217C652C 3/1/03 2/29/04	5	\$2 101 90	\$10 509 50
			42 10100	\$10 DOS 05
A35 PLATINUM	Sun Platinum Maintenance for Sun Fire 280R Senal # 225C5327 3/1/03 2/29/04	1	\$3 503 17	\$3 503 17
	Sun Platinum Maintenance for Sun Fire			
	V480 - Senal #215V0184 222V0100			
A27 DI ATUUM	222V0010 244V01A9 244V01DA 244V0140 244V00D6 244V00D9 - 3/1/03	_		
A37 PLATINUM	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
	Sun Platinum Maintenance for Sun StorEdge T3 ES - Senal #111H281C 111H281D -			
XT3AES PLATINUM	13/1/03 2/29/04	22	\$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 6 4	\$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



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	11	\$854,77	\$854 77
A37-BRONZE	Sun Bronze Maintenance for Sun Fire V480 - Senal #224V0022 - 3/1/03 2/29/04	11	\$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	\$490 45 \$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 DFWDS01 CHICPM01 DFWDS01 DFWAPP0E DALDEV04 GALAGA STAFF TETRIS STAFF PACMAN STAFF ANTIMATTER STAFF AUSNS01, MATRESS STAFF BUNSEN STAFF SS2 STAFF NEWSUPPORT STAFF, BEAKER STAFF BACKUP STAFF SSADMIN STAFF CYCLOTRON STAFF SSADMIN STAFF CYCLOTRON STAFF COLLIDER STAFF XENA STAFF SYNCHROTRON STAFF CHIMTA02 CHIMTA01 KOOZBING STAFF POESTENKILL STAFF, STILETTO STAFF, GRACELAND STAFF RAVEN STAFF SUNAMI STAFF LEVIATHAN STAFF LEVIATHAN STAFF EVIL STAFF KAMICHAN STAFF EVIL STAFF SWIFTSWORD STAFF EVIL STAFF EXCALIBUR 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 SCOOBY 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 Senal # 114C008D - 3/1/03 2/29/04	1	\$1 153 71	\$1 153 71
A37-SILVER	Sun Silver Maintenance for Sun Fire V480 Senal # 222V0132 222V009A - 3/1/03 2/29/04 Sun Silver Maintenance for Sun StorEdge	2	\$1 588 11	\$3 176 22
L1000 SILVER	L1000 Senal # 924AA11898 3/1/03 2/29/04	1	\$2 530 07	\$2 530 07



International Business Machines Corporation

N19 SILVER	Sun Silver Maintenance for Sun StorEdge L1000 Senal # CV23200034, CV23200038 3/1/03 2/29/04	2	\$186 96	\$3 73 92
INTO OILVER	3/1/03 2/23/04		Ψ100 00	V 0, 0 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,

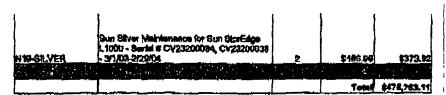
	Jeff George IBM Global Services
Agreed to Allegiance Telecom	Agreed to IBM
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We thank you for your interest in IBM Global Services and are looking forward to a mutually rewarding engagement.

Sincerely,

Jaff George IBM Global Services

Agreed to Allegiance Telecom

THE NETWORK ADMINISTRATE

Allegiance Telecom

Date. 5-5-33

Agreed to IBM.

IBM Global Services

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International Business Machines Corporation

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")

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 Single 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 inutual 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
 - 21 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 Chent 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 involced 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 flourly rates identified below and a 50hour 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
- 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

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- 10. Involces Unless otherwise stated in a Service Agreement, an involce will be 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 produre, acquire, and install Singli eView, Vertex and other coftware that may be required for this project. Similarly, Client will directly produre, 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 authorised 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

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Mr G Clay Myers

Senior Vice President of Finance

Raul Fabre

/25/01

For PwC

Principal

Date

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

- 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 leasibility, 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 feacible 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 duty 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

- Entire Agreement. These General Terms and Consistons and the engagement letter data attachments) or the proposal (and its attachments) at the case may be, to which (and its allectments) or the proposal (and its atmehments) at the case may be, to which these General Terms and Conditions are sitted-and (collectweby, the "Agreements") conditions the entire agreement between the vitre-of-the Cilicar") to whom and engagement letter is additioned on the whom spoth proposal is submitted, as the case may be and Princewalter-house-Coopers LLF a limited liability performing conjumed under the laws of the State of Delaware ("PwC") regarding the propost described in the engagement letter on the proposal, is the case may be. If PwC hat commenced work in commention with the martine riservalued in the engagement letter (and so structurated) or the proposal (said its attachments) as the case may be to which there Chencel Terms and Caldifferent are interface, all temporary in this Agreement for the letter for its proposal case in a structure of the proposal (said its attachments) as the case may be to which there Chencel are in interface. Conditions are meached, all previous in this Agreement, for the branch or preventing of other purty shall apply to such activities. There are no prior or expressionnesses, coal or emer party result spily to such activities. There are no prace or equipmentuments, and or articles, representations, understandings or agreements which are not fally expressed in this Agreement. You attend must change notice to above or discharge that be evolut understance is on writing and audied by an authorized representatives of the party against which such immendance change order waiver or discharge as mouth to be enforced. In the recent of a condition theorem, there can be arrested to the enforced. The man and Conditions and the engagement letter (and he attachments) or proposal (and six attachments) to which they may be structed, these General Terms and Conditions of the party be structed, these
- Relationship of Parties PorC in flictushing services to the Olicos, it an and open desired consension. Part does not underside to perform may regulatory or continuously obligation of the Chert or to essuine may responsibility for the Officials business or operations. Part can may coll apport the experimens and/or emissions of more to be recompilished by Part and may coll apport the experimens and/or emissions of the first examination of such services. To the extent that Processor/pospects affishes in the performance of such services. To the extent that common test permit, ParC is committed to offering as staff a lidexyle which enables them to control their review excluding. Accordingly if ParC is staff as required to work away from boths for extended periods to the extent consistent with ParC's performance obligations, the Chical agrees to accept deschalary in the way ParC's staff divides their time between the Cluth a stars and their home buty. Butter as may be otherwise agreed in writings by the Chical and ParC desting the term of this Agreement and the trustee (12) resources themselves well as the control of the control of the agreement and the trustee (12) resources themselves well as the Chical out ParC not any of their respectives affiliates, shall offer employees to an employ any person employed them or within the procedure twelve (12) months by the other or any affiliates of the other if such person was shoolved, directly or underestly on the performance of this Agreement. or indurectly so the perference of this Agreet
- 3 Taxes. There shad he accled to the charges under this Agreement and the Chemishall pay to PwC an amount equal to any toxes, levies and deated however designated or toxed doubtitle or foreign, bened upon such charges, this Agreement, the services of meterials provided, or their use, including without limitation state and local sites and use taxes, which are pend by or are provided by PwC plus interest and penalties, if any exclusive, thesever of Lasted States federal, stare or local taxes based on the net second. exclusive, however of Lustos States federal, there or local lates based on the net measure of PwC. Should Clasus be required woder say law or negalaction of any governmental easity or anabority cornected at investe, to withhold or deduct say portion of the payments due to PwC, then the sum payable to PwC shall be increased by the amount recotts my to yearld to PwC as another equal to the name it would have reconsolited an withholdings or deductions been made. Notwellighted its proceeding sentences, PwC accepts full and exchange highlity for the payment of all employer contributions and have accepts full and exchange highlity for the payment of all employer contributions and have accepts full to be exchanged in the payment of all employers contributions and these accepts full and exchange and laws a uncontrol by the reconstruction point to PwC employees as required by all applicable.
- 4. Warrandes Pol, workers that the services provided will be performed and supervised by qualified personnel KOTWIENSTANDING ANYTHING TO THE CONTRAINY CONTAINED IN THIS AGREEMENT, FAC MARKS PULLIFIER WARRANTIES, EXPRESS OR IMPLIED OR WISTHER ARISING BY OPERATION OF LAW COURSE OF PROFESSION OR DIALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR DIALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR DIALING, INCLIDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTIANILITY AND PIETNESS FOR A PARTICULAR PURPOSE. Succession of provided in the comprehence their Pac is not providing any Year 2000 decrease (for example, Year 2000 decreases on testing), not making any warrantes with respect to the products on services provided by Pac, or by that perfor warrantees with tespoot to the products or services provided by PaC or by thad perture subdir this Agreement to correctly pricess, provide packler receive date data within and between the towardsth and to-easy first electronic Except for the warrecty expressly act firth 1: the Prespirab. 4 the Client acknowledges and approximately that it has relied on an other representations or warrances and that no other representations or warrances have formed the basis of its benjam bereimder
- 5 independing (a) Pool and the Claim anch agree to independing, defeed and hold harmless the other from and equippe any and all institutes greates under any indigenent variant, court under an estimatest for death or bodily anjury or the datasage to or late or destruction of any real or tangular personal properly to the material arrang and of the independent or design and or tangular personal properly to the material arrang and of the independent or any late of the independent or tangular personal properly to the material arrange and independent or tangular personal properly to the material arrange and independent or the personal properly to the material arrange and independent or the personal properly to the material arrange and independent or the personal properly to the material arrange and independent or the personal properly to the material arrange and independent or the personal properly to the material arrange and independent or the personal properly to the material arrange and the personal properly to the material arrange a
- (b) Each party agrees to ladernish defend and hold the other its partiers, generopsis employees and agents hardines from my and all claims, actious, duringes, habitises, costs and expenses anciating reasonable sitterators from and expenses, arrang not of an relating to thand party claims of infrageness of my trade secrets, copyrights, readernate, or brode manner alleged to have accurated related to information or systems provided by the midernators (reclaims) accurate to the use of Electric and Claims in the accurate of the of Two Propriatry information or the Liceacot Work Product). With respect to patent addrigeness Part agreed that in performance of the Services it shall not knowingly design or develop anything that infringen a patent of another person, and shall apprise Claims in writing of any such petent of which it heavens.

- sware. Shopld the Clause's use of work performed by PWC be determined to have aware have a construction of the company of the managed PWC heaty at its opinion of if, or PwC's judgetest, bush use is likely to be infranging PwC heaty at its opinion. (1) procure for the Client the right to executive to use the work performed by PwC to make its use non-unifranging while yielding substantially equilibries results. If neither of such options are or would be synthetic on a basis time. PwC finds, comportantly remonable, PwC may formulate that Agreement the Client shall require work performed to PwC and PwC shall. resund the free paid for the amortimed services, less a reasonable allowance for one. The Cilical reserves any other legal or apprinting rights or semeches a may have. This indemnity does not over alleged infringements caused by modifications to the work performed by PwC that are not made by PwC or that result from the Chient provided designs, operations or other adioximation or flora combination of such work with products or services not provided by PWC
- (c) The indemphika in this Paragraph 5 are comingent upon (1) the indemnified party (c) The independing in this Paragraph 5 are contingent upon (1) the indemented party promptly soullying the independing party in variing of any claim which may give like to a claim for indement(careat investment of 2) the indemnifying party being allowed to control the defense and institution of such claim, and (3) the indominified party cooperating with all institution requests of such claim. The indemnifying party is the indemnifying party depending of sections such claim. The indemnified party half lives the right, at its option and expense, to participate as the defense of any action, and or protocoling relating to such a claim through a unusual of its own choosing.
- 6 Limitation of Liability. Other than the Chent's obligations to make payments that are due and owing under this Agreement, a purity's and its affiliated point and collective liability arising out of or relating to this Agreement methoding without bundation on account of performance or adoptatements of obligations between or regardless of the form of the cause of action, whether at contract, text (including without limitation registress), statute or enthrowing shall us po overel outcool the suspects prid in two under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY. this Appendical Notwithstanding anything to the Contrary Contained in this acreement, heriber party nor its affiliates shall, under any circumstances, be liable to the other party or its affiliates for any claud based upon any third party claud greef as provided for in faragraph 9 or for any consequental, incidental increect, pointive, exemplary or special banages of any nature weathouse or for any damages arising out of or in connection with any malfunctions, bellaye, loss of data, loss of profit enterhytich of employer or loss of data, loss of profit enterhytich of employer or loss of disables or anticipation of the appring out of the apprince of anticipation of the employer of anticipation. Of the control of the legisless of the profit of the streng out of the apprince of the profit of the streng out of the special may be brought by either party mark that one (1) year after the conse of action has account
- 7 Ownership. This to all written material originated and prepared for the Chiest under thus Agreement, shall belong to the Chiest. However, PwCs working pepers and PwC Confidential information (so defined below) belong exclusively to PwC. The views. P=C Confidential information (so defined below) belong exclusively to PwC. The clean exacepts, know how techniques, inwentions, discovering, empowements and other information proteining to information proteining the course of this Agreement may be used by either party, without first and a second in a second proteining which is the ameterny. PwC is in the business of providing consulting provision at the Agreement to the ameterny. PwC is in the business of providing consulting provision and developing acceptable refinement for a wide warrely of clients and the Chest understands that PwC will continue these activation. Acceptingly, bothering in this Agreement shall problem or limit PwC from providing consulting services made developing software or understands for stack or other efficient, arresporting of the possible unalitative of acceptances, arresport, organization and sequence to materials for stack to other efficient, arresporting of the possible unalitative of accept the classes.
- Camildentisity ForCagness that all financial statement, merbeting and personal
 data relating to the Chem's business, and other information identified as confidential by
 the Client, are confidential information of the Chemit ("Chemic Confidential Information"). data relating to the Chesa's business, and other information identified as confidential by the Circut, are confidential information of the Chesat ("Chesat Confidential Information"). The Client agrees that Change Inequirence Dicknotology is necessated in centro-dology and SUNDIN 1 to girodavits and proposeter) software to LA Anowledge View database and SUNDIN 1 to girodavits and proposeter) software to LA Anowledge View database and software. Belter frost book, and its mediasty and insunantiary templicial, and say other information identified as confidential by PwC, are confidential information and PwC ("I'wC Confidential Information in mediasty and insunantiary templicial), and say other information identified as confidential Information to the purposes of the Agreement and shall not disclose such Confidential Information and PwC ("I'wC Confidential Information and challed purply shall use Confidential Information of the purposes of the Agreement and shall not disclose such Confidential Information to stay that purply shall use Confidential Information of the purply shall use Confidential Information of the purply shall use Confidential Information to stay that purply and provide the object purply and the same shall not be purply and the same such purply and the same such purply shall take reasonable steps to include their employees (and, in the case of PwC its subcreated that the reasonable steps to include their employees (and, in the case of PwC its subcreated their shall take reasonable steps to include their employees (and, in the case of PwC its subcreated their shall take reasonable steps to include their employees (and, in the case of PwC its subcreated their shall take reasonable steps to include their employees (and, in the case of PwC its subcreated and the Client ends agree to require the their employees (and, in the case of PwC its subcreated and the client ends agree to include purple shall take the subcreated the section of the confidential include the subcreated the subcreated the section of th

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the recipient without any tellactic on Conflictation Laboration or (5) at or taker becomes publicly available without violation of this Agreement or may be lawfulfy obtained by a party short and, nonparry. Nieither parry wild be hable to the other for madversent or nicklessed discharged to the other sort of Confidential Information if the disclosure occurs active Matandam. the party's exercise of the same level of protection and one that such party tustomardy, uses an autographing as own confidential information.

- Debremables, helse Chest will mostly PuC, in writing within this working days of its recept of any PuC deliverable under thin Agreement whether or not the deliverable to as cerept of any fact accordingly union on agreement whenever or not use degreemes as accepted. If the deliverable is not accepted the toure will specify in restorable details the reasons that the deliverable fails to meet the requirements described in the Agreement as all uniquest respects. Acceptance by Client will not be unreasonably withheld. The pursue of its working days without notice of acceptance by Chert or use by Client of the deliverable, will constitute acceptance by Chert of the deliverable. use by Client of the deliverable, will constitute acceptance by Chest of the deliverable. Park will like reasonable attenues in remedy lary failure of the deliverable to meet the frequentments described at this Agreement in all material respects. Unless otherwise speculically agreed by Park 4 of 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, with be considered to superpode (and private in the event of any Conflict with) any proceding deliverable created or provided pursuant to this Agreement used to the Agreement of the parties agree that a date or scholale consumed in this Agreement is important to attempt, but scattering the course of entrying on the scribes. However, but will be revited diring the course of entrying on the scribes. However, Park will not all reasonably grantical and disheast efforts to achieve the deliver above the chieffing the course of entrying on the scribes. different efforts to achieve the date or inherhile
- Blinding Nature and Antigatherst. This Agreement shall be broking upon and

- mure solely to the benefit of the person between any other person or early any legal or example any other person or early any legal or example right, benefit or remedy of any nature whospector under or by reason of that Agrectional save for the portion affiliates so expressly provided to Pengapah 6.
 Larotanina of Linkaluy. Neither purey may, nor shall have the power to assign or treatifer this Agrectional without the print without toward of the other purty, assign that of the purity may without constant assign or treatifer this Agreement to a successor to the business which this Agreement relates. Any claims relating to the provision of generate by ParC, its officials or their respective suff will be made against that above. The rights and obligations of the respective face of these determined. If we want of outflower will sufficient a first surface of outflower will surface the surface of the surface of their surface of the surface of the surface of the surface of the surface of their surface of the surfa and obligations of the parties under these General Terms sed Conditions shall survive terrelated on of this Agreement for any reason. Without limiting the restrictions on Paragraph 1 Combinessuality ParC many refer to the compactment as an experience calation with the cliento stril prospects
- 11 Approvate and Similar Aethors. Where agreement, approval, acceptance, cornect α sufficient or FeC is required under this Agreement with active shall not be unreasonably deligned or withheld.
- 12. Chaict of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without group affect to the conflicts of laws. provisions thereof
- Afternoy Foes. The prevailing party as any dispete rescensing this Agreement shall be entailed in recover his scanneable atterney fees and exposure from the other party

Expenses for persor he are not on a long-term seeignment, or until they are eligible to begin long-term seeignmer 1 be based

Attechment C

MCS (Domestie) Long-Term Out-of-Town Assignment Engagement Expense Summary

liant Name Allegrance Telecom ngagoriera Name ungagement Code 153302 9039 00 ingagement Partner ngagement Manager

Single View Billing Implementation

Raul Fabre Cheryl Volan ong-Term Assignments Coorl Janet Anderson Engagement Address 9201 N Central Expressway

Dallas, TX 75231 Billing Unit Varne MWBU ICE/T Billing Unit Code 9190

Engagement Start Date Engagement End Date 9/30/2001

		Monthly Oc	cupancy Rate	Tax	
ragement Expense Reimbusements/Psyments D	uily Rate	Single	Multiple	Treatment*	Limitation / Comments
enst Allowante Parkage					
iging and Living Allowance		\$1,700.00	\$1,500 00	TY.	
		**3100.00	31,300 00	16	Reported as a dealy per diem allowance, calculated
npreary Hotel Accommodations		\$150/might	3150/maht	TC	as the mouthly amount divided by 18 days Subject to engagement partner/manager discretion.
			4 to 4 miles		as to necessity and reasonableness
ruman Ser-Up costs (one time only)		Actuals up a \$500	Actuals up to \$500	GU	Actuals, subject to engagement partner/manager
In B.Tourita and					discretion as to necessity and reasonableness
ds & Incidentali	230 OD			ነዮ	Provided for every day spent at the engagement rate
asportation Between Eng. Site and Home			Actuals - see notes	TC	In accordance with the standard Firm Policy
Sensu 118661		Actuals	Actosis	T	Less than or equal to the normal total cost of
nsportation at Engagement Site					មាន ទេសន៍ ដា ដែលកាស សង្វែ
ar Rental		Actuals	A.a. 1	••	
		Security	Actuals	π	Actuals, subject to engagement partner/manager
ar Allowance		N/A	N/A	T	discretion as to nocessity and reasonableness
			LVA	•	Subject to engagement partner/manager discretion
					as to necessity and reasonableness. Must be less than actual rantal car expenses
agenent Site Parlong		N/A	N'A	TC	Subject to engagement partner/manager discretion
					as to necessity and resonableness
g Distance Telephone		Actuals up to \$100.	Actuals up to \$100	rc	Subject to engagement pertner/manager discretion
N. Ch. I was a			<u>-</u>		as to necessity and resonableness.
Mh Chib/Spa Fees		Actuals up to \$75	Actuals up to \$75	ı	Maximum of \$75 per month, based on actual
					recepts (not an allowance)
agement Relocation Package					
сарж Римин		N/A	3.51.	A. .	
ls & Incidentals			N/A	GU	
camon Expenses		N/A	N/A	GU	_
eaunn rehenses		N/A	N/A		Request rembursement of these expense by
					completing the MCS Engagement Relocation
- 15					Expense Rambursement form
s Home		N/A	N/A		Up to two trips home per year

ECENTIONE (Indica prove)):
- GACCOPTIANS
oniments.
ang term lodging per clean 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
d on the 30th for he period from the 16th thru the 30th [axisying should be listed on the expense report as "10 days @ \$85/day (per them lodging)
un/dd mm/dd] " Thus \$850 amount is harged in two a month. The lodging per clem is expensed on a pro-rated basis for any partial period - such as the
24 and lest belong a beason is resulting to the busient
partment Set Up Fees - Actual expenses up to \$500 can be expensed associated with setting up the apartment, such as acquiring towels
neas, pilkows, kutchan utensals and the like. Reimbursements are considered taxable income, eligible for tax gross up.
appropriate, apartment act-or items should be re-used on other engagements
leals and incidentals - The per diem is only allowed for days worked outside your home of fice city (# days @ \$30/day). This per diem can cover
eakfast, funch anc/or dumer in total at the stuff's discretion. If you expense dumer for yourself and others on the team, you must follow project guidelines
id include the number of people at dinner as well as their mitials. Staff whose meal it paid for may NOT charge in the full per dism for that day
he amount to be deducted from the per dum should be based on the cost of meal provided
cam Functions - (i.e. diamers, leaving parties, etc.) MINT have managements approval PRIOR to the event and should include approximate
spected expenditure. Staff whose meal is paid for duing a project event may NOT charge in the full per them for that day. The amount to be
sheeted from the per due should be based on the cost of meal provided
rinsportation
highls. All arrians robots are in he purchased as non-refundable and should be based on at least the 14 day advance fare. Constraint, your ticket class fare
would 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
ne should NEVER be P - this is first class. Please remember to include flight recompts, boarding passes and itineraries. Boarding passes, itinizanes and AMFX
ills are optional for project copies
Lieu of Flights - in hear of tickets must be comparable to the 14 day advance purchase. Any amount over the average 14 day advance fare are to be
evered by the staff. Please note that in linu of travel should be starked as "Taxable" to TFX
tight Change Fees. Change fees on non-efundable ackets must be approved by a project manager. Chent demands should be the only
ustification for such an expense
ransportation to/from amport. Actuals up to \$150/week. This is not an allowance. It is for taxes, branch, paneing, etc. and should fall under \$150/ week.
L KOTES
cotal Cars - Rental Cars must be returned with a full tank of gas no gas charges should be incurred, including pre-purchase. Mic-size cars (not full size)
sould be rented. All supplemental insurance coverage should be waived on rental cars
100 - Vine many cody expenses on restourant balls have respect and fond delivered. Here's a ball of the latest and the latest
tps - You may only expense tips on restaurant bills, laxi service, and food deliverses. Hotel tips (to bellman, housekeeping, etc.) are NOT acceptable index on circumstances should any of these tips exceed 20% of the bill.
THE STATE OF THE S
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THE PARTY OF THE P

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- Tax Treatment
 = Taxable, not eligible for goves up
- II = Not Taxable
- IU = Taxable, eligible for gross up
- "C = Refer to Tax Cortification form for tax treatment

international publicas 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

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DALLAS,TX 75231-5916

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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

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 HORK NUMBER** C6JNM TI OEM EQUIPMENT FIXED/INCIDENT CHARGES **VENDOR HARDHARE** 474 80 5,755 20 07/01-06/30/03 PO# 71733 / Q20038538 TOTAL 5,755 20 ())]] STATE TAX 359 70 LOCAL TAX 115 10

> citi 11/1 (1

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

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Dorsopolis Phil 16108-0022

U.S. M3 1000 Fedex Drive Corscop s. PA 15108-0022 Telephone \$01-669-8800



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

Delivered to 9201 N CENTRAL EXP

Delivery Date March 04 2003

Delivery Time 09 41 AM

Shipping Information

Shipment Reference Information 143160

Tracking No 613131834930 Ship Date March 03, 2003

Shipper DATARAM Recipient CORP BLDG

29 RICHARD RD ALLEGIANCE TELECOM

IVYLAND PA 189741512 9201 N CENTRAL US EXPRESSWA

DALLAS TX 75231

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