

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PROOF OF CLAIM

YOUR CLAIM IS SCHEDULED AS
\$103 530 00 UNSECURED UNLIQUIDATED

In re
Hosting com, Inc

Case Number
03-13105

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

FILED
U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC
03-13057 (RRD)
2101

Name of Creditor and Address

03805888025042

ADC SOFTWARE SYSTEMS USA INC
ONE VAN DE GRAAFF DR
BURLINGTON MA 01803

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

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

The amounts and nature of your claim reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already properly filed a proof of claim with the Bankruptcy Court, you do not need to file again.

Creditor Telephone Number (952) 917-0217

CREDITOR TAX ID #
41-1903605

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM

Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)

Services performed Taxes Wages, salaries, and compensation (Fill out below)

Money loaned Other (describe briefly below)

Your social security number _____

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

2 DATE DEBT WAS INCURRED _____ **3 IF COURT JUDGMENT, DATE OBTAINED** _____

4 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ 103,520.00 (unsecured) \$ _____ (secured) \$ _____ (unsecured priority) \$ 103,520.00 (total)

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

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5 SECURED CLAIM

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

Brief description of collateral

Real Estate
 Motor Vehicle
 Other _____

Value or collateral \$ _____

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

6 UNSECURED PRIORITY CLAIM

Check this box if you have an unsecured priority claim.

Specify the priority of the claim

Wages, salaries, or commissions (up to \$4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3)

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)

Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal family or household use. 11 U.S.C. § 507(a)(6)

Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)

Other. Specify applicable paragraph of 11 U.S.C. § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

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

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

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

THIS SPACE FOR COURT USE ONLY

RECEIVED

NOV 20 2003

CLAIMS PROCESSING CENTER
USDC SDNY

DATE SIGNED
11-25-03

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

William Bridgeman Sr. Credit



INVOICE

Invoice No 1865447
Invoice Date May 12, 2003

109842
HOSTING COM
Attention Rob Wyner
170 Tracer Lane, Suite 300
WALTHAM MA 02451
USA

Customer Purchase Order # AS PER CONTRACT

Table with 2 columns: Description, Amount. Rows include Consulting Services (2,000 00 USD), Subtotal (2,000 00 USD), and Total (2,000 00 USD).

Terms NET 30 DAYS

PLEASE REMIT PAYMENTS TO
BANK ONE
ACCT 1103365 (ADC TELECOM)
ABA 071000013
PO BOX 93283
IL 60673-3283



INVOICE

Invoice No 1849966
Invoice Date April 10, 2003

109842
HOSTING COM
Attention Rob Wyner
170 Tracer Lane, Suite 300
WALTHAM MA 02451
USA

Customer Purchase Order # AS PER CONTRACT

Description	Amount
For questions regarding this invoice please contact Mark Beger at 780-431-6519	
MARCH 2003	
Consulting Services	1,280 00 USD
Subtotal	1,280 00 USD
Total	1,280 00 USD

Terms NET 30 DAYS

PLEASE REMIT PAYMENTS TO
BANK ONE
ACCT 1103365 (ADC TELECOM)
ABA 071000013
PO BOX 93283
IL 60673-3283



INVOICE

Invoice No
Invoice Date

1849965
April 10, 2003

109842
HOSTING COM
Attention Rob Wyner
170 Tracer Lane, Suite 300
WALTHAM MA 02451
USA

Customer Purchase Order # AS PER CONTRACT

Description	Amount
For questions regarding this invoice please contact Mark Beger at 780-431-6519	
MARCH 2003	
Service Bureau Charges	50,000 00 USD
Subtotal	50,000 00 USD
Total	50,000 00 USD

Terms NET 30 DAYS

PLEASE REMIT PAYMENTS TO
BANK ONE
ACCT 1103365 (ADC TELECOM)
ABA 071000013
PO BOX 93283
IL 60673-3283



INVOICE

Invoice No
Invoice Date

1865449
May 12, 2003

109842
HOSTING COM
Attention Rob Wyner
170 Tracer Lane, Suite 300
WALTHAM MA 02451
USA

Customer Purchase Order # AS PER CONTRACT

Description	Amount
For questions regarding this invoice please contact Mark Beger at 780-431-6519	
APRIL 2003	
Service Bureau Charges	50,000 00 USD
Subtotal	50,000 00 USD
<hr/>	
Total	50,000 00 USD

Terms NET 30 DAYS

PLEASE REMIT PAYMENTS TO
BANK ONE
ACCT 1103365 (ADC TELECOM)
ABA 071000013
PO BOX 93283
IL 60673-3283

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

_____ X
In re

Allegiance Telecom, Inc , et al.,

Debtors

_____ X

Chapter 11 Case No
03-13057 (RDD)

Jointly Administered

**STIPULATION AND AGREED ORDER AMENDING
THE SETTLEMENT AGREEMENT BETWEEN ALLEGIANCE TELECOM COMPANY
WORLDWIDE AND ADC SOFTWARE SYSTEMS USA, INC**

STIPULATION AND ORDER by and between Allegiance Telecom Liquidating Trust (“ATLT”), as successor to Allegiance Telecom Company Worldwide (“ATCW”), and ADC Software Systems USA, Inc (“ADC”)

WHEREAS, ATCW and ADC entered into the following agreements (i) Software License Agreement, as amended on July 31, 2001 (the “License Agreement”), (ii) Software Maintenance Agreement, dated October 30, 2000 (the “Maintenance Agreement”), and (iii) Service Bureau Agreement, dated May 2, 2001 as amended on August 2, 2002 and December 31, 2003 (the “Service Agreement”)(collectively, the “Agreements”),

WHEREAS, on May 14, 2003 (the “Commencement Date”), Allegiance Telecom, Inc and its direct and indirect subsidiaries (collectively the “Debtors”), commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the

Claims 1831 3/1832

Docket # 1678
eod 8-18-04

Bankruptcy Court for the Southern District of New York, Case No 03-13057 (RDD) (the “Bankruptcy Court”),

WHEREAS, the Debtor’s chapter 11 cases were consolidated for procedural purposes only and were jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Chapter 11 Cases”),

WHEREAS, on or about February 20, 2004, the Bankruptcy Court entered an order (the “Sale Order”) pursuant to which, among other things, the Bankruptcy Court (i) approved the sale to XO Communications, Inc (“XO”) or its designee (together with XO, the “Buyer”), pursuant to and in accordance with a certain Asset Purchase Agreement, dated as of February 18, 2004 (“Purchase Agreement”), by and among certain of the Debtors and the Buyer, of either (a) substantially all of the assets of Allegiance Telecom, Inc (“Allegiance”) and Allegiance Telecom Company Worldwide (“ATCW”) and all of the stock of the direct and indirect reorganized subsidiaries of ATCW (“Subsidiary Sellers”), excluding the stock of Shared Technologies, to be effectuated through a plan of reorganization, or (b) alternatively, at the election of either of the parties as provided in and subject to the terms of the Purchase Agreement, substantially all of the assets of Allegiance, ATCW, and the Subsidiary Sellers, free and clear of all liens, claims, encumbrances and interests, and certain taxes, (ii) authorized the assumption and/or assignment to the Buyer of certain executory contracts and unexpired leases, (iii) modified that certain order of the Bankruptcy Court entered on January 15, 2004, and (iv) granted certain related relief,

WHEREAS, the Debtors filed a notice for an order pursuant to Section 365(a) of the Bankruptcy Code to reject the Agreements,

WHEREAS, on June 1, 2004, ADC and ATCW entered into a Settlement Agreement

("Settlement Agreement") whereby the parties agreed, *inter alia*, that ADC would have an allowed claim for pre-Commencement Date amounts arising out of the Agreements under the Debtor's Plan (as defined below) of \$114,948 75 ("Allowed Claim Amount"),

WHEREAS, Debtors filed their Third Amended Joint Plan of Reorganization, dated June 8, 2004 (the "Plan"), with the Bankruptcy Court,

WHEREAS, the Court entered its Order Confirming Debtors' Third Amended Joint Plan of Reorganization on June 10, 2004 (the "Confirmation Order"),

WHEREAS, in the Confirmation Order, the Bankruptcy Court approved and authorized the Settlement Agreement,

WHEREAS, in accordance with the terms of the Plan, on the Initial Effective Date (as defined in the Plan), ATLT was created,

WHEREAS, pursuant to the Plan, Eugene I Davis was appointed as the plan administrator (the "Plan Administrator") for ATLT,

WHEREAS, among other things, the purpose of ATLT is to (i) wind-down Debtor's affairs, including making distributions as contemplated in the Plan, (ii) investigate, enforce and prosecute avoidance and other causes of action, (iii) object to, settle, compromise, dispute and/or prosecute disputed claims, and (iv) administer the Plan and take such actions as are necessary to effectuate the terms of the Plan,

WHEREAS, ATLT, as the successor to the rights of Debtors, and the Plan Administrator have the authority to, *inter alia*, perform the duties, exercise the powers, and assert the rights of a trustee under Section 704 and 1106 of the Bankruptcy Code, and

WHEREAS, subsequent to the entry of the Confirmation Order, the parties discovered that the Allowed Claim Amount is not accurate and accordingly the parties have negotiated in good faith at arm's length a consensual resolution with respect to the proper Allowed Claim Amount as set forth below

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS

1 In consideration for ATLT's agreement to increase the Allowed Claim Amount to the Revised Allowed Claim Amount (as defined below) as set forth in Paragraph 2 below, ADC shall issue to ATLT, as successor to ATCW, within ten (10) calendar days of the entry of a Final Order (as defined below) approving this Stipulation, a credit in the amount of \$20,967 74 ("Credit") to be used against any post-Commencement Date amounts owed by ATLT to ADC under the Service Agreement

2 In consideration of ADC issuing the Credit to ATLT, upon receipt of the Credit, ATLT, as successor to ATCW, agrees that (i) the Allowed Claim Amount shall be increased from \$114,948 75 to \$135,916 49 ("Revised Allowed Claim Amount") without the need for further action by ADC. The parties agree and acknowledge that upon entry of a Final Order approving this Stipulation, ADC's proof of claim number 1831 shall be expunged and ADC's proof of claim number 1832 shall be increased to the Revised Allowed Claim Amount. ATLT shall update, or cause the appropriate party to update, the claims register in the Chapter 11 Cases to reflect that ADC's Allowed Claim Amount shall be the Revised Allowed Claim Amount.

3 Within ten (10) calendar days of the entry of a Final Order approving this Stipulation, ATLT shall pay ADC Eighty Five Thousand Two Hundred Forty Two Dollars and Twenty Six Cents (\$85,242 26) ("Payment") in full and final satisfaction of all amounts due and owing under the

Service Agreement for services provided on or after the Commencement Date Exhibit A is a true and accurate listing of all invoices that are outstanding and due and owing to ADC under the Service Agreement for services provided on or after the Commencement Date The parties agree that the Payment is net of the Credit set forth in Paragraph 1 of this Stipulation

4 Upon entry of a Final Order approving this Stipulation and receipt by ADC of the Payment, ADC and ATLT hereby irrevocably, unconditionally and mutually waive, release and forever discharge each other and each other's respective parent firms and affiliates, and their officers, directors, employees, attorneys and agents from and against any and all past, present and future actions, causes of action, claims, liabilities, suits, debts, judgments, and damages, of any kind whatsoever, whether matured or unmatured, whether at law or in equity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, discoverable or undiscoverable, contingent or non-contingent, which such party has, had, or may have in the future against the other party arising out of, or in connection with the Services Agreement whenever arising, including, but not limited to claims arising under Chapter 5 of Title 11 of the United States Code, *provided, however*, that nothing contained in this Paragraph shall compromise ADC's rights with respect to the Revised Allowed Claim Amount, as set forth in Paragraph 2 of this Stipulation

5 Other than as specifically amended by this Stipulation, the Settlement Agreement remains unaltered and in full force and effect.

6 This Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulation

7 The undersigned on behalf of ATLT and ADC each warrants and represents that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such party. ADC represents and warrants to ATLT that, as of the date of this Stipulation, it is the sole holder of all claims against Debtors and ATLT related to the Agreements and ADC has not assigned, sold, or otherwise transferred any claims against Debtors or ATLT related to the Agreements.

8 This Stipulation is subject to approval by the Bankruptcy Court and the entry of a Final Order by the Bankruptcy Court approving this Stipulation, provided, however, that the parties shall support such Bankruptcy Court approval and comply with this Stipulation pending the Bankruptcy Court's entry of a Final Order approving or disapproving this Stipulation. For the purposes of this Stipulation, the term "Final Order" shall mean an order approving this Stipulation that has not been stayed, reversed or amended and the time, as computed under the Bankruptcy Rules, to appeal or seek review or rehearing of such order (or any revision, modification or amendment thereof) has expired and no appeal or petition for review or rehearing of such order was filed, or if filed, remains pending.

9 This Stipulation contains the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written agreements. The parties acknowledge that no promise, inducement, or agreement not stated herein has been made to them in connection with this Stipulation. The parties understand and agree that this Stipulation may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by both parties. The parties agree and acknowledge that they will make no claim at any time or place that this Stipulation has been orally altered or modified or otherwise changed by oral communication of any kind or character.

10 This Stipulation may be executed simultaneously or in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

A facsimile copy of a signature page is the equivalent of an original signature page

11 This Stipulation shall be binding upon ATLT, as successor to ATCW, and ADC, and their predecessors, successors, subsidiaries, affiliates, assignees, agents, directors, officers, employees, the Plan Administrator, and any trustee appointed under chapter 7 of the Bankruptcy Code

Dated New York, New York
August 13, 2004

Allegiance Telecom Liquidating Trust

ADC Software Systems USA, Inc

By /s/ Mark A Stachiw
Mark A Stachiw, Esq
Allegiance Telecom Liquidating Trust
1405 S Beltline Road, Suite 100
Coppell, Texas 75019

By /s/ Jo Anne M Anderson
Jo Anne M Anderson
President, ADC Software Systems USA, Inc
13625 Technology Drive
Eden Prairie, Minnesota 55344

and

and

**AKIN GUMP STRAUSS HAUER & FELD
LLP**

DORSEY & WHITNEY LLP

By /s/ Colin M Adams

By /s/ Chris Lenhart

Ira S Dizengoff (ID-9980)
Colin M Adams (CA-2913)
590 Madison Avenue
New York, New York 10022
Telephone (212) 872-1000

Chris Lenhart (MN Bar No 298396)
50 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402-1498
Telephone (612) 340-2600

SO ORDERED, this 18th day of August 2004

/s/Robert D Dram
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Invoice Date	Invoice Number	Invoice Amount
May 10, 2004	2051238	\$3,520 00
May 10, 2004	2051240	\$50,000 00
August 5, 2004	2098904	\$2,690 00
August 5, 2004	2098903	\$50,000 00
	Subtotal	\$106,210 00
	Credit	(\$20,967 74)
	Payment	\$85,242 26