

Hearing Date: November 13, 2003
Time: 10:00 a.m.

Kirkpatrick & Lockhart LLP
Counsel for Daleen Solutions, Inc.
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
Allegiance Telecom, Inc., <u>et al.</u> ,	:	Case No. 03-13057 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**MOTION OF DALEEN SOLUTIONS, INC.
FOR RELIEF FROM THE AUTOMATIC STAY UNDER
SECTION 362 OF THE BANKRUPTCY CODE**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Daleen Solutions, Inc. ("Daleen"), a licensor and billing services supplier of Allegiance Telecom Company Worldwide (the "Debtor"), one of the debtors in the above captioned jointly administered cases, by its attorneys, Kirkpatrick & Lockhart LLP, as and for its motion ("Motion") for relief from the automatic stay, pursuant to 11 U.S.C. §362(d)(1) and Rules 4001(a) and 9014 of the Federal Rules of Bankruptcy Procedures ("Bankruptcy Rules"), to allow Daleen to exercise its right not to renew the Billing Agreement (as hereinafter defined), respectfully represents as follows:

Background

1. On May 14, 2003 (the “Petition Date”), the Debtor and each of the other jointly administered debtors in the above captioned cases (collectively, the “Debtors”) filed voluntary petitions seeking relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101, et seq. (the “Bankruptcy Code”). The Debtors’ cases are being jointly administered for procedural purposes only. Upon information and belief, the Debtors are continuing in the possession of their properties and the management of their businesses as debtors-in-possession under sections 1107 and 1108 of the Bankruptcy Code.

2. On or about May 28, 2003, the Office of the United States Trustee appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code. Upon information and belief, no trustee or examiner has been appointed in these chapter 11 cases.

3. Upon information and belief, the Debtors provide integrated telecommunications products and services to small and medium-sized business customers, large businesses, governmental entities, wholesale customers and other institutional users.

Jurisdiction and Venue

4. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(G). Venue of this proceeding and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory basis for the relief requested herein is section 362(d) of the Bankruptcy Code and Bankruptcy Rules 4001(a) and 9014.

Daleen's Agreements With The Debtor

6. On or about June 1, 2001, the Debtor and Abiliti Solutions, Inc. ("Abiliti") entered into a Master Agreement (the "Master Agreement"), pursuant to which, among other things, Abiliti licensed to the Debtor communications software known as NetworkStrategies and Event Processing that provides billing and information management functions. The Master Agreement was assigned by Abiliti to Daleen on December 20, 2002. A copy of the Master Agreement, with Schedules, is annexed hereto as Exhibit A.

7. Schedule B-2 to the Master Agreement is a BillingCentral Renewal Agreement (the "Billing Agreement") pursuant to which Daleen provides billing services to the Debtor, all as more specifically set forth in the Billing Agreement.

8. Paragraph 1.1 of the Billing Agreement provides that the initial term of the Billing Agreement shall be for a period from the "Effective Date" of May 1, 2001 to December 31, 2003 (i.e., over a two and a half year period), to be automatically renewed for successive twelve (12) month periods "unless either party gives written notice to the other at least sixty (60) days prior to the end of the then current Term of its election not to renew this [Billing] Agreement."

9. On October 30, 2003, Daleen exercised its right not to renew the Billing Agreement by sending written notice (the "Notice of Non-Renewal") to the Debtor in accordance with Paragraph 1.1 of the Billing Agreement. A copy of the Notice of Non-Renewal is annexed hereto as Exhibit B.

10. On October 30, 2003, upon learning of Daleen's intent to send the Notice of Non-Renewal, the Debtor sent a letter to Daleen, a copy of which is annexed hereto as Exhibit C, alleging that service of the Notice of Non-Renewal violated the automatic stay of section 362 of the Bankruptcy Code. Daleen disputes that service of the Notice of Non-Renewal violates the automatic stay since such notice does not have any impact on the Debtor's property until at least December 31, 2003, which is more than sixty days from the date hereof. In fact, from a business perspective, it would have been impractical for Daleen to have filed a motion prior to serving the Notice of Non-Renewal since Daleen was hoping to successfully resolve any differences with the Debtor and did not make its determination not to renew the Billing Agreement until the last moment possible. In order to have obtained stay relief prior to service of the Notice of Non-Renewal, Daleen would have had to file a motion a few weeks ago, at a time when it had not yet determined to exercise its right of non-renewal. Daleen now files this Motion so that it can obtain relief from the automatic stay prior to December 31, 2003, which is the effective date of the non-renewal of the Billing Agreement and the date upon which the Debtor's interests are arguably affected.

11. In its October 30th letter, the Debtor cites two cases that are inapposite to the instant facts. First, the Debtor cites Garnas v. American Family Mutual Insur. Co. (In re Garnas), 38 B.R. 221 (Bankr. N.D. 1984) for the proposition that non-renewal of a contract violates the automatic stay. In that case, the bankruptcy court held that the insurer's non-renewal of an insurance policy violated section 365(e)(1) of the Bankruptcy Code because the policy was of such a type that it would have been automatically renewed absent the debtor's bankruptcy filing. Id. at 223. That is not the case here since the Billing Agreement clearly provides for specialized services and an initial term of approximately 2 ½ years to allow each party an

opportunity to reevaluate and/or seek to renegotiate the contract terms. Moreover, there are numerous cases that disagree with Garnas and hold that an insurance company may properly elect not to renew a contract. See e.g., In re Heaven Sent, Ltd., 37 B.R. 597 (Bankr. E.D. Pa. 1984) (court refused to compel insurance company to renew insurance policies); In re Diamond & Gold Connection, Inc., 54 B.R. 917 (Bankr. D.Mass. 1985) (court found that it was without authority to order insurer to renew its policy with the debtor). Second, the Debtor cites In re Crysen/Montenay Energy Co., 902 F.2d 1098 (2d Cir. 1990) for the proposition that it is entitled to damages resulting from a stay violation. Not only does Daleen dispute that it violated the stay, but it also disputes that the Debtor could have suffered any damages as a result of the Notice of Non-Renewal since Daleen will continue to provide services to the Debtor through December 31, 2003 or such other time as ordered by this Court.

12. Immediately subsequent to the filing of this Motion, on October 31, 2003, Daleen will send a second notice of non-renewal to the Debtor but this second notice shall in no way be deemed a concession that the first notice violated the automatic stay in any way.

Relief Requested and Basis Therefor

13. By this motion, Daleen seeks relief from the automatic stay pursuant to section 362(d)(1) of the Bankruptcy Code, to the extent necessary, to exercise its right not to renew the Billing Agreement in accordance with the Notice of Non-Renewal and Paragraph 1.1 of the Billing Agreement.

14. Pursuant to section 362(d)(1) of the Bankruptcy Code, a party in interest is entitled to relief from the automatic stay “for cause, including a lack of adequate protection of an interest in property of such party in interest.” 11 U.S.C. §362(d)(1).

15. “Cause” in section 362(d)(1) of the Bankruptcy Code does not have a clear and limited definition, but rather is determined on a case-by-case basis. See In re Sonnax Indus., Inc., 907 F.2d 1280, 1286 (2d Cir. 1990); Manhattan King David Restaurant Inc. v. Levine, 163 B.R. 36, 40 (Bankr. S.D.N.Y. 1993).

16. In this case, cause exists to terminate the automatic stay to allow Daleen to exercise its right not to renew the Billing Agreement since the initial term of the Billing Agreement expires on December 31, 2003 and the option not to renew is exercisable by either party, without cause, so long as sixty days’ notice is given.

17. It is well established that a party’s rights under a contract are not expanded by the filing of a bankruptcy petition. In re M.J. & K. Co., Inc., 161 B.R. 586, 593 (Bankr. S.D.N.Y. 1993), citing Moody v. Amoco Oil Co., 734 F.2d 1200, 1213 (7th Cir. 1984), cert. denied 469 U.S. 982 (1984) (“section 541(a) provides that a debtor’s estate consists of ‘all legal or equitable interest of the debtor in property as of the commencement of a case.’ Thus whatever rights a debtor has in property at the commencement of the case continue in bankruptcy- no more, no less.”).

18. On the Petition Date, the Debtor’s interest in the Billing Agreement was subject to the non-renewal option set forth in Paragraph 1.1 of the Billing Agreement. The Debtor’s bankruptcy filing can not expand the term of Billing Agreement beyond the initial term when either party has the option not to renew the agreement. Since the Billing Agreement is, in essence, terminable at will, cause exists to grant Daleen relief from the automatic stay under section 362(d)(1) to exercise its option not to renew the Billing Agreement. See M.J. & K. Co., supra, 161 B.R. at 593-95 (cause existed to grant licensor of real property relief from the automatic stay to serve notice to quit upon debtor since real property license was terminable at

will by either party and such rights could not be expanded by the debtor's bankruptcy filing); In re Roswog, 48 B.R. 689, 692 (Bankr. M.D. Pa. 1985) (court granted franchisor relief from automatic stay to pursue state court remedies under franchise and sublease upon determination that debtor had no rights in franchise or sublease because debtor's attempted renewal of such agreements was untimely and, therefore, ineffective).

19. Since there is no novel issue of law, Daleen respectfully requests that this Court waive the requirement of Local Bankruptcy Rule 9013-1(b) that a memorandum of law be filed.

20. No prior application for the relief herein requested has been made to this or any other Court.

WHEREFORE, Daleen respectfully requests that this Court enter an order granting it relief from the automatic stay pursuant to section 362(d)(1) of the Bankruptcy Code to allow Daleen to exercise its option not to renew the Billing Agreement, and for such other and further relief as is just.

Dated: New York, New York
October 31, 2003

Kirkpatrick & Lockhart LLP
Counsel for Daleen Solutions, Inc.
599 Avenue of the Americas
New York, New York 10022
(212) 536-3900

By: s/Jeffrey N. Rich
Jeffrey N. Rich (JNR-7183)
A Partner of the Firm

EXHIBIT “A”

ABILITY SOLUTIONS, INC. MASTER AGREEMENT

MASTER AGREEMENT

This Master Agreement (this "Master Agreement") is made as of this 1st day of June, 2001 by and between Ability Solutions, Inc., a Missouri corporation with its principal offices at 400 Chesterfield Center, Chesterfield, MO 63017 ("Licensor"), and Allegiance Telecom Company Worldwide, a Delaware corporation with its principal offices located at 9201 N. Central Expressway, Dallas, Texas 75231 ("Licensee").

WHEREAS, Licensor has developed communications Software known as NetworkStrategies® and Event Processing that provides billing and information management functions; and

WHEREAS, Licensor currently provides Licensee with billing services pursuant to a Billing Services Agreement, dated August 21, 1998, and Licensee has determined that the Software possesses the functionality it desires to meet Licensee's specified uses; and

WHEREAS, Licensee desires to continue to obtain billing services from Licensor using Licensor's billing management products and/or BILLINGCENTRAL services provided by Licensor's BILLINGCENTRAL facility, and Licensor desires to provide the same under the terms and conditions of this Master Agreement; and

WHEREAS, Licensor also desires to provide to Licensee, and Licensee desires to obtain from Licensor, a license of the Software in object code; and

WHEREAS, Licensor and Licensee also desire to provide for the safe-keeping of source code of such Software pursuant to an escrow arrangement; and

WHEREAS, Licensor shall provide such product and services to Licensee on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings in this Master Agreement and, unless the context otherwise requires, all Schedules and Appendices attached hereto or thereto.

"Acceptance Date" has the meaning as defined in Schedule A - Software Site License Agreement or Schedule B - BILLINGCENTRAL Agreement.

"Acceptance Test" has the meaning as defined in the Software Site License Agreement or the BILLINGCENTRAL Agreement.

"Acceptance Testing Period" has the meaning as defined in the Software Site License Agreement or the BILLINGCENTRAL Agreement.

"Activation Date" means the date of activation of a Software Site License as provided in Schedule A - Software Site License Agreement.

"Affiliate" means, as to a party hereto, (a) any natural person or corporation or other entity which directly or indirectly through one or more intermediaries, controls (i.e., the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise), is controlled by, or is under common control with, such party; or (b) any spouse, child, parent, parent-in-law, sibling or sibling-in-law of any natural person described in clause (a).

"Anniversary Date" means the day and month of the Effective Date of this Master Agreement in any year subsequent to the date hereof.

"Annual Maintenance Fee" means the fee for maintenance of the Software as provided in Schedule C - Software Maintenance Agreement.

"Appendix" or "Appendices" means, individually or collectively, as the case may be, the appendices attached hereto or to any Schedule attached hereto.

"BILLINGCENTRAL" means Licensor's billing and collection processing facility currently located in Chesterfield, MO, which facility shall provide, if applicable, voice and data services, as described in the BILLINGCENTRAL Agreement.

"Billed Revenue" means all amounts billed to subscribers of Licensee, net of revenue adjustments and corrections, as the result of the performance of BILLINGCENTRAL, excluding federal, state, and local taxes and other governmental fees and charges, to the extent that such taxes, fees and charges are separately stated on such bills. Revenue adjustments and corrections means adjustments, discounts or credits issued to customers of Licensee for incorrect billing of telecommunications services or equipment relating to any current or prior billing period for which such telecommunications billings are rendered through BILLINGCENTRAL. All other adjustments to customer's accounts receivable balances in the form of write-offs, accommodation or "goodwill" credits, service promotions or credits for regulatory actions involving ATI are excluded from revenue adjustments and corrections.

ABILITI SOLUTIONS, INC. MASTER AGREEMENT

"Confidential Information" means (a), with respect to Licensor, the Software, the Documentation and any other material relating thereto, including without limitation trade secrets, processes, entity relationship diagrams, file layouts, database structures, data dictionaries, research, program files, business expertise, techniques, source and executable codes, specifications, inventions, strategies and any corrections, modifications, revisions and copies thereof, whether in machine readable or visually readable form; and, with respect to Licensor or Licensee, any information that is not generally known in the relevant industry commercial value or other utility in the business or prospective business of Licensor or Licensee which is identified as confidential or proprietary information by Licensor or Licensee.

"Disclosing Party" means the party that discloses Confidential Information to the Receiving Party.

"Documentation" means the manuals and related materials Licensor ordinarily distributes to its licensees, including user manuals and reference guide.

"Effective Date" means May 1, 2001.

"Environment" means the physical space including electrical, communications, HVAC and other requirements for the System Environment, as specified by Licensor.

"Event Processing" means the object code software module as described in Appendix A to Schedule A and compiled versions of, improvements to, enhancements of, additions to, and new or derivative versions of Licensor's Event Processing software in whatever form, in each case made by or for Licensor.

"Further Development" means any Improvements to the Software requested by Licensee.

"Improvements" means all enhancements, modifications, revisions or other changes to the Software developed by or on behalf of Licensor or Licensee, other than Updates.

"Indemnified Claim" means any claim, demand or action for which indemnity is sought.

"Install" or "Installation" means Licensor (a) loading the Software on a server; (b) creating initial database structures (including without limitation installation of stored procedures, triggers, and base reference data as evidenced by directory listings); and (c) setting up one client care workstation with a single user profile to support Licensee in BILLINGCENTRAL.

"Installation Date" means the date on which the Software is installed by Licensor at the License Site.

"Intellectual Property Rights" means any and all patent, trademark, copyright, trade secret, mask work and other statutory, common law, treaty, convention and other non-statutory rights that protect, or are available to protect, the Software and all intellectual property embodied therein

against unauthorized use or copying in the United States or other countries.

"License Fees" means the fees for license of the Software as provided in a Software Site License Agreement and/or a BILLINGCENTRAL Agreement, as applicable.

"License Site" means the physical location of the Software for which a license is granted hereunder, which may include Licensor's BILLINGCENTRAL facility or the sites or facilities at which Licensee or an Affiliate of Licensee maintains a business location.

"License Term" means the term of the license to the Software, as granted under and set forth in a Software Site License Agreement or a BILLINGCENTRAL Agreement, as applicable.

"LOE" means an estimate of the cost and schedule associated with Further Development based on high level requirements provided by Licensee.

"Maintenance Period" means the period of twelve (12) months beginning on the Activation Date, and any renewal period thereof.

"Material Adverse Change" means any one or more changes, events or occurrences which have had, individually or in the aggregate, a Material Adverse Effect on Licensor; provided, however, that the inability of Licensor to pay its debts when the same are due and payable (whether or not in the ordinary course of business or as a result of any action by any person (other than Licensee) that affects the time at which such obligation are due and payable) shall in all events be deemed to constitute a Material Adverse Effect on Licensor for purposes of this definition. "Material Adverse Effect" with respect to any person means a material adverse effect on (i) the ability of such person to perform its obligations under this Agreement or to consummate the transaction contemplated hereby or (ii) the financial condition, assets, liabilities, or business of such person and its Subsidiaries taken as a whole.

"NetworkStrategies®" means the object code modules that are identified in Appendix A to Schedule A and compiled versions of, improvements to, enhancements of, additions to, and new or derivative versions of Licensor's NetworkStrategies® billing and information management software, in whatever form, in each case, made by or for Licensor.

"Notification" means providing written notice by certified mail, or other delivery method acceptable by both parties, as a means of communication between both parties. All written notification and/or notices shall be sent to the persons executing this Master Agreement to the stated addresses for notices on the signature page hereto.

"Receiving Party" means the party that receives Confidential Information from the Disclosing Party.

ABILITI SOLUTIONS, INC. MASTER AGREEMENT

"Schedule" means a schedule to this Master Agreement, as listed on Appendix A hereto.

"Severity Level 1 Error" means the Software is inoperative; or all users are unable to access the online system; or production, operations, or development are proceeding but impacted to the extent that production and/or profitability will be severely impacted within several days; or usage processing issues that are affecting invoice production; bill cycle issues that are affecting invoicing production deadlines; any critical problem resulting in misbilling, provisioning, ordering, or the loss of service/resources with no bypass or recovery possible. The problem severely impacts production processes to a point where work cannot continue until problem is resolved; problem or product defect causes complete loss of service and work cannot reasonably continue.

"Severity Level 2 Error" means the Software has a more time sensitive feature of the system that is inoperative, but the system is usable to a limited extent; or usage processing issues that may affect invoicing in a few days, if not resolved; or production is proceeding, but in a significantly impaired fashion; or billing cycle issues that may affect invoicing production; or any major problem where production is impacted or degraded, but Licensee agrees workaround has been identified.

"Severity Level 3 Error" means the Software is usable, but a non-critical feature is missing or inoperative; or important issue which does not have significant current productivity impact for Licensee; or any major problem where production is impacted or degraded, but Licensee agrees workaround has been identified.

"Severity Level 4 Error" means any incident in the Software which does not inhibit running of Licensee's business or does not fall into Severity 1-3 Errors descriptions; or minor defect in functionality or one that is cosmetic in nature.

"Software" means, in object code form only, Licensor's NetworkStrategies® software and all other software as described in Appendix A to Schedule A, as such Schedule may be modified by Licensor from time-to-time pursuant to agreements between Licensor and Licensee, together with any Further Developments and Updates.

"Statement of Work" means Licensor's preparation of a detailed functional specification, including without limitation deliverables, proposed work plan, project timeline (specifying dates for completion of the relevant phases of the Further Development), implementation project team, high-level requirements matrix and high-level gap analysis, based on Licensor's estimate.

"System Environment" means the installation of the hardware, operating system software, third-party software, and database software that are required to operate the Software.

"Systems Requirement Detail" has the meaning as defined in the Professional Services Agreement.

"Updates" means upgrades, bug fixes, problem corrections, maintenance releases and modifications to the Software made by Licensor and made commercially available to all licensees thereof.

"Warranty Period" means the sixty (60) day period following the Installation Date.

2. TERM AND TERMINATION

2.1 Term

The term of this Master Agreement shall be from the Effective Date through the later of (a) December 31, 2003, or (b) the date upon which the License Term and all agreements that are Schedules hereto have been terminated.

2.2 Termination

In addition to any specific termination provisions contained in any Schedule hereto:

(a) Licensor may terminate this Master Agreement and any Schedules ancillary hereto (i) in the event of a material breach by Licensee not cured within thirty (30) days after Licensor gives written notice that includes the grounds for termination and the termination date; provided that no cure period shall apply in the event of termination based on a material breach by Licensee of Section 3 - Ownership and Confidentiality; or (ii) upon written notice, if Licensee shall (A), have an order for relief entered with respect to it under the federal bankruptcy laws as now or hereafter in effect; (B) make an assignment for the benefit of creditors; (C) apply for, seek, consent to or acquiesce in the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or its property; or (D) institute any proceeding seeking an order for relief under the federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it. Licensee's non-payment of any invoice for services provided under any Schedule hereto for more than sixty (60) days shall constitute a material breach of this Agreement; provided that any amounts being disputed in good faith and actively being negotiated toward resolution by the parties are excluded from this provision.

(b) Termination of this Master Agreement shall not prejudice any rights of either party that have arisen on or before the date of termination. Neither expiration nor termination of this Master Agreement frees Licensor or Licensee from its obligations under this Master Agreement that call for performance after the expiration or termination date.

ABILITY SOLUTIONS, INC. MASTER AGREEMENT

(c) Upon termination of this Master Agreement for any reason, Licensee shall discontinue use of the Software and each party shall return to the other party, or, at the owner's option, destroy, all other Confidential Information of the other party in its possession, including without limitation all copies or partial copies thereof.

3. OWNERSHIP AND CONFIDENTIALITY

3.1 Ownership and Intellectual Property Rights

(a) All Software and the media on which it is delivered to Licensee and all Documentation shall remain the sole and exclusive property and trade secret of Licensor. Notwithstanding anything in this Master Agreement to the contrary, the parties acknowledge and agree that, except for such rights as are expressly granted to Licensee hereunder, Licensor has and shall have all right, title and interest (including without limitation all copyrights, property rights and moral rights) in and to the Software, whether developed by or on behalf of Licensor or Licensee, and all Intellectual Property Rights related thereto and all economic benefits resulting therefrom. Licensor shall have the right to use all or any part of each Further Development for any work or services done for or provided to any other licensee of Licensor. Nothing in this Master Agreement, nor any other act or omission of Licensor, shall be construed as a grant, transfer, conveyance, assignment or concession by Licensor, or the consent by Licensor to any such grant, transfer, conveyance, assignment or concession, to Licensee of any copyright, property right, moral right, ownership or other proprietary right in the Software, the Intellectual Property Rights related thereto, or the economic benefits resulting therefrom.

(b) Licensee shall not create derivative works based on the Software, nor shall Licensee attempt to decompile, disassemble or reverse engineer the Software.

3.2 Confidentiality

(a) All Confidential Information of a Disclosing Party that is disclosed to, or jointly developed with, the Receiving Party in connection with providing BILLINGCENTRAL services or with the design, development, testing, installation and operation of the Software under this Master Agreement, as far as reasonably practicable, be clearly and prominently marked as "Confidential" or otherwise identified to the Receiving Party as Confidential Information. To the extent that the medium in which such Confidential Information is disclosed does not make directly marking or identifying such Confidential Information reasonably practicable, then the Disclosing Party shall use all reasonable efforts to identify such Confidential Information to the Receiving Party in a separate written communication. In all events, Licensee information provided by Licensee to Licensor, and Licensee information generated by the Software and all software and systems of Licensee shall constitute Confidential Information of Licensee and be the exclusive property of Licensee, and the Software shall constitute

Confidential Information of Licensor, even if not so marked as provided above.

(b) All Confidential information shall be treated by the Receiving Party as confidential and proprietary and shall be protected by the Receiving Party with the same degree of care as the Receiving Party uses to protect its own confidential and proprietary information, but in any event with not less than a reasonable degree of care. The Receiving Party shall use any Confidential Information received by it from the Disclosing Party solely for the purposes of the Receiving Party's performance under this Master Agreement. The Receiving Party shall immediately notify the Disclosing Party of any unauthorized disclosure as soon as it becomes known to the Receiving Party. Upon termination of the License Term, regardless of the reason for such termination, the Receiving Party shall immediately return to the Disclosing Party or destroy all media containing Confidential Information of the Disclosing Party and shall certify in writing that all such media have been so returned or destroyed.

(c) Licensee acknowledges that the Software, including Further Developments and Updates, is Licensor's sole and exclusive property. Licensee shall treat the Software and Documentation included within the Software on a confidential basis and shall not, at any time, use or disclose the trade secrets embodied in such Software or Documentation to any other person, firm, organization or employee who does not need to obtain access thereto consistent with Licensee's rights under this Master Agreement. Licensee shall use its best efforts to ensure that all persons afforded access to the Software and Documentation protect Licensor's trade secrets against unauthorized use, dissemination or disclosure.

(d) Licensee shall use the Software to process its own data and only for its internal operations as provided in this Master Agreement. Licensee may not use Software to offer timesharing, third-party training or BILLINGCENTRAL's billing and operational services to any third party that is not explicitly stated as a License Site in Appendix B of the Site License Agreement. If Licensee is a party to Licensor's BILLINGCENTRAL Agreement, Licensee can request to add a new location, site implementation, or Affiliate to BILLINGCENTRAL by a written request to Licensor. These additional Licensee requests, for the provision of BILLINGCENTRAL services to process internal or external data, shall incur additional charges that are set forth in the BILLINGCENTRAL Agreement.

(e) Licensee shall not disclose to third parties the results of any benchmark or other tests on the Software unless Licensor consents to such disclosure in writing.

(f) The foregoing confidentiality obligations shall not apply to such material or information to the extent it is: (i) generally disclosed by the Disclosing Party without restrictions on confidentiality; (ii) rightfully supplied to the Receiving Party by a third party that is in possession thereof other than as the direct or indirect result of a breach of restrictions on confidentiality (whether to Licensor or otherwise); (iii) can be shown by documentation to have

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been independently developed by the Receiving Party without reference to any Confidential Information; or (iv) required by law to be disclosed by the Receiving Party; provided that the Receiving Party shall notify the Disclosing Party of such required disclosure as much in advance as is reasonably practicable and shall use reasonable efforts to obtain confidentiality protection of such disclosure, including without limitation such cooperation with the Disclosing Party as the Disclosing Party may reasonably request.

(g) Each party acknowledges that any actual or threatened breach by it of its obligations under this Section 3 shall subject the other party hereto to the risk of serious and irreparable harm, for which any remedy or damages at law may be inadequate, and agrees that the other party shall be entitled to temporary, preliminary and permanent injunctive relief, which shall be in addition to and not in derogation of any other remedies which may be available to the other party as a result of such actual or threatened breach.

4. WARRANTY OF PERFORMANCE

4.1 General Warranty

Licensor warrants that, for the Warranty Period, the Software, and the media containing it, will perform all the functions described in the current version of the Documentation when used unmodified and in accordance with the instructions in such Documentation. If under normal and proper use, the Software does not operate in accordance with the current version of the Documentation, Licensor shall use its reasonable efforts to correct such defects and supply Licensee with a corrected version of such Software as soon as practicable, without charge. Licensor's reasonable efforts will correspond to the severity level assigned by Licensor to each defect reported by a written notice by Licensee.

4.2 Notice

Licensee shall provide written notice to Licensor of any alleged defects within the Warranty Period. If Licensee does not notify Licensor, any claims based upon the alleged failure to conform shall be deemed to be waived by Licensee.

4.3 Exclusions

Licensor does not warrant that: (i) operation of any of the Software shall be uninterrupted or error free; (ii) functions contained in the Software shall operate in the combinations which may be selected for use by Licensee which are not stated within Licensor's current version of the Documentation; (iii) performance of any of the Software shall remain unaltered if Licensee makes changes to the Software or the recommended hardware architecture; or (iv) data submitted by Licensee utilized for database loading efforts is or shall be accurate or complete.

4.4 Exceptions

This warranty to Licensee shall be null and void (i) if Licensee is in default under this Master Agreement; (ii) if the nonconformance is due to misuse, errors or negligence of Licensee, its employees or agents in operating the Software; (iii) if the Software is modified without the written consent of Licensor; or (iv) if the Software is relocated from the License Site without Licensor's direct supervision and prior written approval.

4.5 Licensor Responsibility

If Licensor, in its reasonable judgment, determines that the suspected Software defect was attributable to a cause other than a programming error by Licensor, or if Licensor performs warranty services outside Licensor's normal business hours or outside Licensor's offices, then Licensee shall pay Licensor for the correction of such Software defect or such warranty services, as the case may be, on a time and materials basis at Licensor's then prevailing rates and shall reimburse Licensor for all travel related expenses.

4.6 Third-Party Software

Licensor does not provide warranty on and shall have no liability relating to the mandatory third-party software products that are used in conjunction with the Software. Manufacturers of third-party software are responsible for any warranty on their products used by Licensee.

4.7 Remedies

LICENSOR'S SOLE OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY WARRANTY FAILURE IS THE CORRECTION OR REPLACEMENT, AT LICENSOR'S OPTION, OF THE NONCONFORMING SOFTWARE.

4.8 Disclaimer

THE EXPRESSED OBLIGATIONS AND WARRANTIES GIVEN BY LICENSOR IN THIS MASTER AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONDITION, PROMISE, TERM OR UNDERTAKING OF ANY KIND RELATING TO PRODUCT SUPPLIED OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. FURTHER DEVELOPMENTS

In the event that Licensee or Licensor determines that one or more Further Developments should be made to the

ABILITY SOLUTIONS, INC. MASTER AGREEMENT

Software prior to the Installation of the Software or during the Term of this Master Agreement to support new products developed by Licensee or to support market-specific products of Licensee that may be required for Licensee to enter new markets, Licensee may request such Further Development and execute a Professional Services Agreement (Schedule D hereto). All procedures regarding, and development and implementation of, such Further Developments shall be supported under the Professional Services Agreement. Licensee acknowledges that Further Developments remain Licensor's sole and exclusive property.

6. TRAINING

Licensor shall provide five (5) consecutive days of initial Software training for a maximum of twelve (12) students conducted at Licensor's training facility in Chesterfield, MO. Additional Software training or training related to an Update is available as set forth in the Professional Services Agreement.

7. DOCUMENTATION

Licensor shall provide Licensee with Documentation of the Software, including updated Documentation that incorporates any Updates or Further Developments made under this Master Agreement. Licensor shall deliver the Documentation on a CD-ROM or similar electronic media.

8. INDEMNIFICATION

8.1 By Licensor

Licensor shall have no obligation to warrant, defend and indemnify to Licensee the third-party software products used in conjunction with the Software. Licensee shall be responsible for obtaining the appropriate warranties, patent, and copyright information from the manufacturer of third-party software products. Licensor agrees to indemnify and hold harmless Licensee from and against any fine, penalty, loss, liability and expense (including without limitation reasonable attorneys' fees and court costs) incurred by Licensee as a result of any claim, demand or action against Licensor based on, related to or arising out of (a) any claim that the Software (other than a claim as to a modification or development subject to section 8.2) infringes any patent, copyright, trade secret or similar proprietary right of a third party; (b) any breach of this Master Agreement by Licensor; or (c) negligence or willful misconduct of any employee, agent, or subcontractor of Licensor.

8.2 By Licensee

Licensee agrees to indemnify and hold harmless Licensor from and against any fine, penalty, loss, liability and expense (including without limitation reasonable attorneys' fees and court costs) incurred by Licensor as a result of any

claim, demand or action against Licensor based on, related to or arising out of (a) any claim that any modification or development of any Software (other than a modification or development made solely by Licensor) infringes any patent, copyright, trade secret or similar proprietary right of a third party; (b) any breach of this Master Agreement by Licensee; or (c) negligence or willful misconduct of any employee, agent, or subcontractor of Licensee.

8.3 Conditions of Indemnification

The foregoing indemnities shall be contingent upon (a) the indemnified party giving prompt written notice to the other party of the Indemnified Claim; and (b) the indemnified party fully cooperating in the defense or settlement of any Indemnified Claim at the expense of the indemnifying party. The indemnifying party shall have sole control over the defense of any Indemnified Claim, provided that the indemnifying party shall obtain the prior written consent indemnified party to any settlement thereof.

9. LIMITATIONS OF LIABILITY AND LIQUIDATED DAMAGES

THE WARRANTIES OF LICENSOR CONTAINED IN THIS MASTER AGREEMENT ARE EXCLUSIVE. THEY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

LICENSOR'S LIABILITY AND THAT OF ITS AGENTS, REPRESENTATIVES AND EMPLOYEES TO LICENSEE FOR DAMAGES WITH RESPECT TO THIS MASTER AGREEMENT, THE SOFTWARE OR SERVICES PROVIDED BY LICENSOR HEREUNDER SHALL NOT EXCEED IN THE AGGREGATE \$1,000,000, PLUS THE UNAPPLIED PORTION OF THE PAYMENT MADE PURSUANT TO SECTION 2.1 OF SCHEDULE B-2 - BILLING CENTRAL RENEWAL AGREEMENT, PLUS THE PAID BUT UNUSED PORTION OF ANY REMAINING MINIMUM COMMITMENT OF LICENSEE PURSUANT TO SECTION 2.2(B) OF SCHEDULE B-2 - BILLING CENTRAL RENEWAL AGREEMENT. DAMAGES AS LIMITED BY THIS SECTION 9 SHALL BE LICENSEE'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS MASTER AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS MASTER AGREEMENT, AND IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME AND CLAIMS OF THIRD PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY

ABILITY SOLUTIONS, INC. MASTER AGREEMENT

KIND, WHETHER ACTIVE OR PASSIVE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, ALL WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE.

10. GENERAL

10.1 Availability of Licensee's Personnel

Licensee shall assist Licensor in the performance of its obligations under this Master Agreement by making reasonably available all Software, Documentation, other information and personnel of Licensee required by Licensor for the performance of this Master Agreement on a timely basis. Licensee shall also ensure that those of its personnel who are assigned to assist Licensor are familiar with Licensee's requirements and have the expertise and capabilities necessary to permit Licensor to undertake and complete the services under this Master Agreement.

10.2 Notices

All notices shall be by personal delivery, by mail postage prepaid, by commercial overnight courier, or by facsimile confirmed by mail or commercial overnight courier. Notices to Licensor and Licensee shall be sent to the address set forth on the signature page of this Master Agreement. Notices are effective upon delivery or upon the addressee's refusal to accept delivery.

10.3 Governing Law

This Master Agreement, the rights and obligations of the parties hereto and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Missouri, USA (but not including the choice of law rules thereof). Licensee hereby consents to the jurisdiction of any federal or state court in the State of Missouri, USA with respect to any action by Licensor seeking injunctive relief.

The provisions of this Master Agreement shall be interpreted, if possible, so as to be valid, legal and enforceable. In the event that any provision of this Master Agreement conflicts with the law under which this Master Agreement is to be construed or is otherwise held to be invalid, illegal or unenforceable by a court with jurisdiction over the parties to this Master Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Master Agreement shall remain in full force and effect.

10.4 Entire Agreement

This Master Agreement, together with the Schedules and Appendices attached hereto, which are hereby incorporated by reference and made a part hereof, contains the full understanding of the parties regarding the subject matter hereof and supersedes all other understandings, agreements, representations, or correspondence, written or oral, regarding such subject matter, including but not limited to the Billing Services Agreement dated as of August 21, 1998. To the extent of any conflict between the provisions of this Master Agreement and any Schedule or Appendix hereto, the provision of this Master Agreement shall prevail. In the event that Licensee issues a purchase order or other document covering the subject matter of this Master Agreement, it is agreed that to the extent of any conflict between such purchase order and this Master Agreement, the terms and conditions of this Master Agreement shall prevail.

10.5 Amendments and Waivers

(a) This Master Agreement may be amended, modified or waived only by another writing signed by the authorized representatives of both parties. No orders placed under this Master Agreement shall be effective unless accepted in writing at Licensor's address for notices.

(b) The delay or failure of either party to this Master Agreement to enforce or insist upon compliance with any of the terms or conditions of this Master Agreement or to exercise any remedy provided herein, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term, condition or remedy of or under this Master Agreement, and this Master Agreement and each of its provisions shall remain at all times in full force and effect until modified as provided herein.

10.6 Assignment; Subcontracting

(a) This Master Agreement shall not be assignable by either party without the prior written consent of the other party hereto, which consent may not be unreasonably withheld for any reason; provided that Licensee may assign this Master Agreement to any Affiliate, or to a successor-in-interest in the event of a change in control, a merger or consolidation to which Licensee is a party or a sale of all or substantially all of the assets of Licensee so long as Licensee shall remain responsible for all performance obligations stated herein.

(b) Licensor may subcontract the performance of any of its obligations hereunder; provided that Licensor shall remain responsible for all performance obligations stated herein and shall be responsible for any payment to any subcontractor for the performance of services hereunder.

ABILITY SOLUTIONS, INC. MASTER AGREEMENT

10.7 Payment of Fees and Expenses

(a) All payments due to Licensor from Licensee under this Master Agreement will be invoiced by Licensor and will be payable thirty (30) days from invoice date. Past due payments bear interest from the due date at the rate of the lesser of one and one-half percent (1-1/2%) per month or the highest rate permitted by applicable law.

(b) Except for costs and expenses specifically assumed by a party under this Master Agreement, each party hereto shall pay its own expenses incident to this Master Agreement and the transactions contemplated hereunder, including without limitation all legal and accounting fees and disbursements.

(c) The prevailing party in any dispute arising out of the interpretation or enforcement of the Agreement shall be entitled to recover reasonable attorneys' fees and expenses.

10.8 Force Majeure

Each party is excused from performance of this Master Agreement and shall not be liable for any delay in whole or in part caused by the occurrence of any contingency beyond the reasonable control of such party. These contingencies include, without limitation, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of this Master Agreement or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, shortage of labor, or hardware failure. Notwithstanding the foregoing, Licensee shall not be relieved of its payment obligations to Licensor in the event of a *force majeure* occurrence.

10.9 Headings

Headings herein are for convenience; they shall not be used to construe this Master Agreement.

10.10 Survival

Sections 2.4, 3, 8, and 9 hereof shall survive termination of this Master Agreement for any reason.

10.11 Arbitration

For any and all claims, disputes or controversies arising under, out of or in connection with this Master Agreement which the parties shall be unable to resolve within sixty (60) days, the party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in writing which describes in reasonable detail the nature of such dispute. By not later than twenty (20) days after the recipient has received notice of such dispute, each party shall have selected for itself a representative who shall have the authority to bind such party and shall additionally have

advised the other party in writing of the name and title of such representative. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under three (3) neutral, independent and impartial arbitrators in accordance with the Commercial Rules of the American Arbitration Association ("AAA"); provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The place of arbitration will be at AAA's offices or such other site as agreed upon by the parties. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. Any final decision or award from arbitration under this Section will be in writing and reasoned. The arbitrator may award attorney's fees and costs and expenses that are reasonable and necessary for participating in arbitration to the prevailing party as determined by the arbitrator. As part of any arbitration conducted under this Section, each party may: (i) request from the other party documents and other materials relevant to the dispute and likely to bear on the issues in such dispute, (ii) conduct no more than five (5) oral depositions, each of which will be limited to a maximum of seven hours in testimony, and (iii) propound to the other party no more than thirty (30) written interrogatories, answers to which the other party will give under oath. All the dispute resolution proceedings contemplated in this Section will be as confidential and private as permitted by law. The parties will not disclose the existence, content or results of any proceedings conducted in accordance with this Section, and materials submitted in connection with such proceedings will not be admissible in any other proceeding, provided however, that this confidentiality provision will not prevent a petition to vacate or enforce an arbitration award, and shall not bar disclosures required by law. The parties agree that any decision or award resulting from proceedings in accordance with this Section shall have no preclusive effect in any other matter involving third parties. All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling. The arbitration shall be governed by the United States Arbitration Act and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

10.12 Independent Contractors

This Master Agreement shall not create any agency, employment, joint venture, partnership, representation, fiduciary or landlord and tenant relationship between the parties, or any other similar relationship, the existence of which is hereby expressly denied. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.

*ABILITY SOLUTIONS, INC. MASTER AGREEMENT***10.13 Actions or Claims**

Each action or claim against any party arising under or relating to this Master Agreement shall be made only against such party as a corporation and any liability relating thereto shall be enforceable only against the assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Master Agreement against any shareholder, employee, officer or director or manager of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the provisions of this Section.

This Master Agreement may be executed in two (2) or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Master Agreement has been duly executed by the authorized representatives of the parties hereto.

(Signatures begin on the next page.)

10.14 Publicity

Each party shall use the name of the other party only as provided in Schedule F - Press Release Authorization or otherwise with the prior written consent of the other party.

10.15 Licensor Ex-Employee Engagement

During the term of this Master Agreement and for a period of one (1) year after termination hereof, Licensee shall not, without the express written consent of Licensor, directly or indirectly solicit, hire (as employee, independent contractor or in any other capacity) or otherwise induce or attempt to induce to terminate employment with Licensor, any person who, within twelve (12) months prior to such hiring, was an employee or contractor of Licensor. If Licensee does hire such a person within such time period, Licensee agrees to pay Licensor a finder's fee equal to the person's annualized salary at the time such person of termination of employment or other engagement with Licensor. If such hiring is without Licensor's consent, such fee shall be in addition to (and not in lieu of) any damages to which Licensor may be entitled for breach hereof. Notwithstanding the foregoing, this Section 10.15 shall not be applicable in the event of a Material Adverse Change.

10.16 Licensee Ex-Employee Engagement

During the term of this Master Agreement and for a period of one (1) year after termination hereof, Licensor shall not, without the express written consent of Licensee, directly or indirectly solicit, hire (as employee, independent contractor or in any other capacity) or otherwise induce or attempt to induce to terminate employment with Licensee, any person who, within twelve (12) months prior to such hiring, was an employee or contractor of Licensee. If Licensor does hire such a person within such time period, Licensor agrees to pay Licensee a finder's fee equal to the person's annualized salary at the time such person of termination of employment or other engagement with Licensee. If such hiring is without Licensee's consent, such fee shall be in addition to (and not in lieu of) any damages to which Licensee may be entitled for breach hereof.

ABILITI SOLUTIONS, INC. MASTER AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Master Agreement, or have duly caused this Master Agreement to be duly executed on their behalf, as of the date first written above.

ABILITI SOLUTIONS, INC.

By: [Signature]Name: GORDON QUICKTitle: PRES: CEODate: 07/16/01

Address for notices:

400 Chesterfield CenterChesterfield, MO 63017ATTN: PresidentTelephone: (636) 532-5300Fax: (636) 532-4236

ALLEGIANCE TELECOM COMPANY WORLDWIDE

By: [Signature]Name: G. CLAY MYERSTitle: SVP - FINANCEDate: 07/17/01

Address for notices:

9201 N. Central ExpresswayDallas, Texas 75231ATTN: Legal

Telephone: _____

Fax: _____

ABILITY SOLUTIONS, INC. MASTER AGREEMENT

APPENDIX A

INDEX OF SCHEDULES TO MASTER AGREEMENT

NOTE: Any Schedule crossed-through and initialed is intentionally omitted and is not a part of this Master Agreement.

SCHEDULE A	Software Site License Agreement
SCHEDULE B-2	BILLINGCENTRAL Renewal Agreement
SCHEDULE C	Software Maintenance Agreement
SCHEDULE D	Professional Services Agreement
SCHEDULE E	Escrow Agreement
SCHEDULE F	Press Release Authorization
SCHEDULE G	Service Level Agreement
SCHEDULE H	Material Adverse Change Preparation

SCHEDULE A **SOFTWARE SITE LICENSE AGREEMENT**

This Software Site License Agreement (the "Agreement") is entered into as of the Effective Date between Ability Solutions, Inc. ("Licensor") and Allegiance Telecom Company Worldwide ("Licensee"). This Software Site License Agreement is an attachment and/or schedule to the Master Agreement between the parties, and is subject to all the terms and conditions of that Agreement. Unless the context otherwise requires, all definitions used herein shall have the meaning ascribed in the Master Agreement.

1. GRANT OF LICENSE

1.1 Scope of License

(a) In consideration of the full and prompt payment by Licensee provided in Section 2.1 of the BillingCentral Renewal Agreement (Schedule B-2 to the Master Agreement), Licensor hereby grants to Licensee, for the License Term specified herein, a non-exclusive, non-transferable license to use for Licensee's own internal operations a single copy of the Software (both object and source code), as described in Appendix A, as the same may be modified by Licensor from time-to-time pursuant to agreements between Licensor and Licensee for software development or other services.

(b) Licensee may not make any copies of any of the Software unless Licensor provides written approval. Licensor shall provide to Licensee two complete backup copies of the Software; one for emergency or archival use and the second for internal training purposes. Licensee may make copies of systems manuals and user manuals as needed for Licensee's use. Licensee shall not remove or alter any trademark, copyright, or other proprietary notice contained on or in the Software. Licensor's copyright notice and other proprietary legends and labels affixed on the Software as delivered by Licensor must be also be affixed on and in all copies of the Software. The inclusion of a copyright notice on any software product or documentation shall not cause, or be construed to cause, it to be a published work.

(c) Licensee acknowledges that the license granted hereunder is expressly limited to the use by Licensee of a single copy of the Software for its own billing production operations. This license may not be transferred to third parties except as provided herein, and Licensee may not utilize this license for external commercial purposes.

1.2 [Intentionally Omitted]

1.3 [Intentionally Omitted]

1.4 Prohibited Actions by Licensee

(a) This license may not be transferred or sublicensed by Licensee, except that Licensee may transfer the license to the Software (without making any additional copies, except as permitted in this Agreement) to a wholly-owned subsidiary or to the surviving entity in the event of a sale of substantially all of the stock or assets of

Licensee or a merger or other reorganization, so long as: (i) the transferee acknowledges with a written notice that it will comply with all terms and conditions of this Agreement; (ii) Licensor immediately receives a copy of that acknowledgment; and (iii) Licensee remains fully liable for the transferee's compliance. Any other attempted assignment, sublicense or transfer by Licensee of this Agreement or this Agreement by a sale of stock, assets, merger or other reorganization, Licensee shall provide written notice to Licensor of such transfer.

(b) Licensee may use a single copy of the Software only to process its own data and that of its subsidiaries and only for internal operations. Licensee may not use the Software to offer timesharing, third-party training, rental, service bureau or other computer-based services to third parties.

2. LICENSE TERM AND TERMINATION

2.1 License Term

The term of the license granted to Licensee under this Agreement shall be perpetual unless the license is otherwise terminated as provided herein.

2.2 Activation of License

Licensee shall be entitled to access and use the Software at such time (the "Activation Date") as there occurs a Material Adverse Change; provided that Licensee is not in material breach of the Master Agreement or any Schedule thereto on the Activation Date.

2.3 Termination Events

(a) Licensor may terminate Licensee's license hereunder only in the event of a material breach of the Master Agreement or any Schedule thereto by Licensee not cured within sixty (60) days after Licensor gives written notice of such breach to Licensee. However, no notice will be required in the event of a material breach by Licensee described in the Master Agreement Section 3 - Ownership and Confidentiality.

(b) Licensee may elect to terminate this Agreement at any time. Licensee shall provide sixty (60) days written notice of such election to Licensor. Licensor shall not be obligated to return any charges or prepaid amounts in the event Licensee terminates this Agreement.

(c) Upon termination for any reason, Licensee shall discontinue use of the Software, and any portion thereof, including those in computer memory or otherwise, and return all such Software and any and all other Confidential information in its possession to Licensor, or, at Licensor's option, destroy all such Software and such other Proprietary and Confidential information, including all copies or partial copies thereof. Neither expiration nor termination of this Agreement frees Licensee from any of its obligations under this Agreement that call for performance after the expiration or termination date.

2.4 Payment Obligations

Licensee shall be responsible for the payment of outstanding charges due Licensor, including without limitation fees under the Maintenance Agreement (Schedule C to the Master Agreement) for maintenance services through the termination date; "Further Developments" that are under development or have been completed; and other approved or agreed upon work activity provided under the Professional Services Agreement (Schedule D to the Master Agreement). All outstanding charges are due within thirty (30) days from the termination date of this Agreement.

3. PAYMENTS

3.1. Site License Fee

The license granted hereunder is in consideration for the payment made pursuant to Section 2.1 of the BillingCentral Renewal Agreement (Schedule B-2 to the Master Agreement). Licensor hereby acknowledges that such consideration is adequate and that on the Effective Date the license is fully paid and non-assessable.

3.2 Taxes

Licensee shall be responsible to pay all sales, use, goods and services, personal property, consumption, value-added and other taxes, duties or tariffs that may be assessed in connection with this Agreement, whether based upon the delivery, possession, sale or use of the Software or services provided by Licensor hereunder, except taxes on Licensor's net income.

3.3 [Intentionally Omitted]

3.4 Further Development Fees

Licensee agrees to pay Licensor for each Further Development in accordance with Licensor's hourly rates set forth in the Professional Services Agreement (Schedule D to the Master Agreement), plus reimbursement for materials and other related expenses incurred by Licensor in performing such work.

3.5 Travel Expenses

Licensee agrees to reimburse Licensor for reasonable travel related expenses incurred in visits to Licensee's sites. Such travel expenses shall be reimbursed as set forth in Appendix B to the Professional Services Agreement (Schedule D to the Master Agreement).

3.6 Interest Charge

Any payments due under this Agreement which are not made when due will be subject to an interest charge at the rate of the lesser of 1-1/2% per month or the highest rate permitted by applicable law.

4. SOFTWARE INSTALLATION, RISK OF LOSS, AND ACCEPTANCE

4.1 Software Installation

Licensor shall be responsible for the installation of the Software at Licensee Site. Licensee is responsible for purchasing software licenses and software maintenance for the necessary third-party software products that work in conjunction with NetworkStrategies® that are described in Appendix D - System Environment. Software installation by Licensor includes installing and testing the following software applications: NetworkStrategies®, mandatory third-party software products (Crystal Reports, Telcordia, and Vertex), and SQL server database software. If Licensee uses a systems integrator that is not certified by Licensor as being an authorized partner of Licensor to install and test the Software and mandatory third-party software applications, Licensor shall not provide any warranty of performance on the Software.

4.2 Risk of Loss

Risk of loss will not pass to Licensee until the Activation Date. Licensee may request replacement copies of the Software if Licensee's copies become lost or damaged while in Licensee's possession. Licensee shall pay to Licensor the replacement cost of \$150 per copy.

4.3 Provision of System Environment

(a) Licensee shall install the System Environment and all other hardware (e.g., desktop equipment, printers) and software components necessary to run the Software. Licensee shall be responsible for maintenance and operational support of its own internal computer systems, networks, hardware and software, including the hardware for the Software. Licensee shall be responsible for the installation and set-up of all client/workstation software for the initial installation and all subsequent Software Updates and releases, if any. Licensee shall be solely responsible for the evaluation, installation, implementation, compatibility, use and performance of and results obtained from any hardware, systems software, utility software,

(e) Licensor shall provide Licensee updated information needed to identify all hardware used in production to support Licensee's System Environment, including data replication.

(f) Licensee acknowledges that activation of the license hereunder may occur in connection with the liquidation, winding up, or dissolution of Licensor, in which case Licensor's obligations under this Agreement may be abrogated by operation of law or otherwise.

4.6 Additional Updates/Future Releases

Licensor may from time to time produce Updates or new releases of the Software. At Licensee's option, Licensor shall make available to Licensee any such Updates or new releases, at a mutually agreed upon cost.

5. ESCROW OF SOURCE CODE

Licensor shall place the source code of the Software and Updates and/or version releases in escrow, under the terms provided in the Software Escrow Agreement (Schedule E to the Master Agreement).

6. MAINTENANCE

Licensee may elect for Licensor to provide maintenance of the Software during the License Term, under the terms provided in Schedule C--Software Maintenance Agreement.

7. SPECIAL WARRANTY OF PERFORMANCE

To the best of Licensor's knowledge and except as specified below, Licensor represents and warrants to Licensee that any Software provided by Licensor hereunder does not, at the time of delivery and installation by Licensor, contain any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise cause any Software or Product to become inoperable or incapable of being used in accordance with the Documentation (collectively, a "Disabling Code"), including without limitation any limitations that are triggered by: (a) the Software being used or copied a certain number of times, or after the lapse of a certain period of time; (b) the Software being installed on or moved to a central processing unit or system that has a serial number, model number or other identification different from the central processing unit or system on which the Software was originally installed; or (c) the occurrence or lapse of any similar triggering factor or event. As an exception to the above, Licensor represents and warrants to Licensee and Licensee acknowledges that certain Licensor product may contain programming which restricts and/or limits access to the features and functionality of such product subject to Licensee making payment for such features or functionality and utilizing the purchased hash code or pass code needed to access such features or functionality. If a Disabling Code is identified, Licensor shall take all steps necessary, at no additional cost

to Licensee, to: (d) restore and/or reconstruct any and all data lost by Licensee as a result of such Disabling Code; (e) furnish to Licensee a new copy of the Software without the presence of Disabling Codes; and (f) remove the Software with the Disabling Code, install and implement such new copy of the Software. This warranty shall remain in full force and effect through the License Term.

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

(Signatures begin on the next page.)

ABILITY SOLUTIONS, INC. SOFTWARE SITE LICENSE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto, effective as of the Effective Date.

ABILITY SOLUTIONS, INC.

By: Name: GORDON QUICKTitle: PRES. CEO

Address for notices:

400 Chesterfield CenterChesterfield, MO 63017ATTN: PresidentTelephone: (636)532-5300Fax: (636)532-4236

LICENSEE:

ALLEGIANCE TELECOM COMPANY WORLDWIDE

By: Name: G. CLAY MYERSTitle: SVP - FINANCE

Address for notices:

9201 N. Central ExpresswayDallas, Texas 75231ATTN: LegalTelephone: Fax:

APPENDIX A

NETWORKSTRATEGIES® PRODUCT DESCRIPTION

Description of Software

NetworkStrategies® software as marketed by Ability Solutions for billing and customer care solutions for the telecommunications industry.

NetworkStrategies® is a telecommunications customer care and billing system. The system is written in Visual C++ for the Microsoft Windows NT Operating Systems and utilizes the Microsoft SQL Database. Each of the modules included in the system is described below.

Customer Care and Billing Modules

Customer Management. NetworkStrategies® Customer Management Module serves as the primary interface between the telecommunication service provider's customer service representative (CSR) and the telecommunication service provider's end customer. It is typically operated in a call center/customer care environment and used to input initial customer information, update customer information, facilitate the ordering of new product and services, and answer customer inquiries.

Order Management. NetworkStrategies® Order Management Module utilizes information from the Customer Management Module to order new products and services. In addition, this module also tracks the status of customer orders and tracks and reports incomplete service orders.

Billing. NetworkStrategies® Billing Module applies specific discount plans and taxing to the information processed by the EventProcessor®, as well as, non-usage events (monthly recurring and non-recurring charges). This information is used to calculate and prepare the telecommunications service invoice to be transmitted to the external bill finishing/presentation vendor or Licensee's third-party application.

Accounts Receivable. NetworkStrategies® Accounts Receivable Module maintains customer specific payment information related to previous and current invoice charges, payments, and payment adjustments. Online invoice images are available to the CSR.

Management Reporting. NetworkStrategies® Management Reporting Module generates Standard Reports and User-Defined Reports. User Defined Reports are generated by Crystal Reports, a report generating tool, that must be licensed directly by Licensee.

Data Collection & Event Processing Modules

Data Collection/Mediation. NetworkStrategies® Data Collection/Mediation Module collects usage information from telecommunications switches, offnet carriers and third-party mediation devices.

Event Processing. NetworkStrategies® Event Processing Module converts, validates, processes and rates usage information that is collected by the Data Collection/Mediation Module.

APPENDIX B

[Intentionally Omitted]

APPENDIX C

[Intentionally Omitted]

APPENDIX D

SYSTEM ENVIRONMENT

The System Environment shall consist of the hardware, operating system software, database software, mandatory third-party software products and optional third-party software products in production on the Activation Date.

APPENDIX E

Material Adverse Change Preparation

At the request and expense of Licensee, Licensor will provide Licensee with information and training as needed to prepare Licensee for the implementation and operation of Licensor's software in the event of a Material Adverse Change. This advanced preparation will include the following:

1. Disaster Recovery – Licensor will provide Licensee with a description of hardware and software that Licensee will need to have available to run Licensor's software. Additionally, Licensor will provide Licensee with instructions for recovering and installing the necessary applications and Licensee specific data needed to continue operations. Licensor will walk Licensee through a complete implementation of a disaster recovery if requested.
2. Invoice Processing – Licensee will be allowed to view and participate in Licensee's bill cycle processing at Licensor's offices. This will not be a formal training class, but rather, a hands on learning experience to allow Licensee to obtain through observation the invoice production processes to be utilized in case of a Material Adverse Change.
3. Key Employees – Licensor will maintain a current list of names and phone numbers of employees who are most familiar with Licensee's hardware and software environment, as well as those employees who are most familiar with Licensee's invoice production processes. In accordance with the Master Agreement, Licensee may use this list to contract with employees (or ex-employees) if additional expertise is needed.

**SCHEDULE B-2
BILLINGCENTRAL RENEWAL AGREEMENT**

This BILLINGCENTRAL Renewal Agreement (this "Agreement") is entered into as of the Effective Date between Abiliti Solutions, Inc. ("Licensor") and Allegiance Telecom Company Worldwide, a Delaware corporation ("Licensee"). This BILLINGCENTRAL Renewal Agreement is an attachment and/or schedule to the Master Agreement between the parties, and is subject to all the terms and conditions of the Master Agreement. Unless the context otherwise requires, all definitions used herein shall have the meaning ascribed in the Master Agreement.

1. TERM AND TERMINATION

1.1. Term

Unless sooner terminated as provided in the Master Agreement, this Agreement shall remain in effect through December 31, 2003. Thereafter, this Agreement shall automatically renew for successive periods of twelve (12) months each, unless either party gives written notice to the other at least sixty (60) days prior to the end of the then current Term of its election not to renew this Agreement as provided herein.

1.2. Termination

This Agreement may be terminated prior to expiration of the Term, by Licensee at any time after December 31, 2002, by giving at least ninety (90) days written notice to Licensor prior to the date of the election by Licensee to terminate this Agreement. Licensee shall be responsible for paying Licensor for all outstanding Further Developments and invoices for BILLINGCENTRAL services. Notwithstanding the foregoing, at any time after Activation of the License granted under Schedule A and upon thirty (30) days' notice to Licensor, Licensee may terminate this Agreement. Such termination shall be without penalty and shall terminate Licensee's obligations hereunder, except for any payments due and payable for service rendered prior to termination.

2. PAYMENTS

2.1. Prepayment of License and other Fees

Upon execution of this Agreement, Licensee shall pay to Licensor the sum of three million seven hundred fifty-thousand dollars (\$3,750,000) as consideration for the software license and certain other services provided hereunder. Such payment shall be held by Licensor and applied against other fees due hereunder until applied in full.

2.2. Monthly Processing Fees

(a) Licensor shall invoice Licensee for usage based and non-usage based processing charges on a monthly

basis. The processing fees applicable for the term of this BILLINGCENTRAL Renewal Agreement are set forth in Appendix A - Compensation for Abiliti Solutions' BILLINGCENTRAL and shall be effective as of Licensee's first monthly billing cycle immediately following June 1, 2001. Prior to June 1, 2001, any outstanding processing charges shall be invoiced at the then-applicable fee schedule.

(b) Commencing January 1, 2002 and continuing through December 31, 2002, Licensor shall invoice Licensee a Minimum Monthly Processing Charge of three hundred fifty thousand dollars (\$350,000). In the event that the monthly usage and non-usage processing charges are less than such amount, Licensor will provide credit toward professional services hours for the unused portion of such amount at the rates provided in Schedule D - Professional Services Agreement, Appendix A. The credits expire December 31, 2002. After December 31, 2002, no minimum Monthly Processing Charge shall be applicable.

2.3. Further Development Fees

Licensee agrees to pay Licensor for each Further Development, plus reimbursement for materials and other related expenses incurred by Licensor in performing such work, in accordance with the fee schedules set forth in the Professional Services Agreement (Schedule D to the Master Agreement).

2.4. Travel Expenses

Licensee agrees to reimburse Licensor for all reasonable travel expenses involved in visits to Licensee's sites. Such travel expenses shall be reimbursed as set forth in Appendix B to the Professional Services Agreement.

2.5. Telecommunication and Connectivity Expenses

All telecommunication expenses, communications links, and compatible terminals incurred by Licensor in connection with the performance of its obligations under this Agreement and for services provided by Licensor hereunder, shall be provided by Licensee or shall be reimbursed by Licensee at Licensor's actual cost plus ten percent (10%).

ABILITY SOLUTIONS, INC. BILLINGCENTRAL RENEWAL AGREEMENT

2.6 Taxes

(a) Licensee shall be responsible for filing all returns for federal, state and local sales, use, excise, gross receipts, value added or other taxes, or similar charges imposed on or with respect to BILLINGCENTRAL services or Further Developments and Updates provided by Licensor and for the payment or remittance of all such taxes and other charges. All such taxes or other charges, together with taxes and similar charges with respect to BILLINGCENTRAL services provided by Licensor hereunder, are referred to as "Taxes." Licensee shall hold Licensor harmless from and against any liability arising with respect to the period for which Licensee files or prepares returns for, or makes payments or remittances of, Taxes.

(b) In providing BILLINGCENTRAL services hereunder, unless Licensee determines and advises Licensor of details and amounts of Taxes to be calculated, billed, and collected in connection with BILLINGCENTRAL, Licensor may use a nationally accepted utility tax database and programs as the basis for the computation of Taxes imposed on bills to Licensee's subscribers. Such utility tax database shall be acceptable to Licensee. Licensee's acceptance may not be unreasonably withheld. Licensor assumes no liability or responsibility for incorrect or incomplete Tax schedules provided by such nationally accepted utility tax database. Licensor shall use the Tax status information provided to it by Licensee for Tax calculations. Licensor warrants and agrees to maintain the utility tax database with regularly scheduled updates at no charge to Licensee. Licensor shall provide to Licensee all information in Licensor's possession as may be reasonably necessary for Licensee to prepare and file returns for Taxes. Such information shall be provided to Licensee in such format as agreed to by both parties.

(c) Payments due from Licensee to Licensor under this Agreement are exclusive of all Taxes and Licensee shall pay any sales, use, goods and services, personal property, consumption, value-added or other Tax and any duties or tariffs that may be assessed whether based upon the delivery, possession, sale or use of BILLINGCENTRAL or the Further Developments and Updates or otherwise, except for taxes based on the net income of Licensor.

2.7 Third-Party Service Fees

(a) Licensee agrees to reimburse Licensor for all third-party service fees that are incurred by Licensor on behalf of Licensee at Licensor's actual cost plus ten percent (10%).

In connection with bill finishing services (printing, handling and mailing), Licensee has the option of contracting with Licensor under the Professional Services Agreement or contracting directly with a third-party bill-finishing service provider. Under the Professional Services Agreement, Licensor will provide printing and mailing

services to Licensee via its third-party bill-finishing vendor and handling and operations support via Licensor's operations support personnel. All of Licensor's third-party costs for bill-finishing services will be billed directly to Licensee at Licensor's actual cost plus ten percent (10%). Licensor's handling and operations support will be invoiced in accordance with the fee schedules set forth in the Professional Services Agreement.

(b) Licensor will process, log, and archive lockbox files received by Licensee's lockbox vendor. Licensee is responsible for establishing banking services with their lockbox vendor and shall be responsible for payment of all related lockbox banking expenses.

2.8 Third-Party Software Licenses

Licensor shall be responsible for the purchase, and reasonable installation, of all mandatory third-party software applications that are standard to BILLINGCENTRAL which includes: Crystal Reports, Telcordia (LERG, V&H Coordinates, and NPA Split Database), Vertex CommTax 21, and Microsoft Windows NT Server, Backoffice Suite, and Windows NT Workstation.

2.9 Interest

All payments due to Licensor from Licensee under this Agreement will be invoiced by Licensor and will be payable thirty (30) days from invoice date. Past due payments bear interest from the due date at the rate of the lesser of one and one-half percent (1-1/2%) per month or the highest rate permitted by applicable law.

2.10 Non-Payment Actions

Licensor shall have no obligation to perform BILLINGCENTRAL services or Further Developments and Updates if Licensee has not paid all outstanding invoices from Licensor when due. If any invoice from Licensor remains outstanding more than sixty (60) days, Licensor may cease performance under and terminate this Agreement as provided in the Master Agreement. Licensor shall notify Licensee in writing of its intentions to cease performance based on Licensee's lack of non-payment of invoices.

2.11 Licensee Approval of Expenses

All travel expenses and all other costs contemplated by this Agreement other than monthly processing fees, shall be paid by Licensee at the standard rates set forth in the Professional Services Agreement. All such costs must be approved by Licensee in writing in advance of incurrment. Licensor's failure to obtain such approval will result in such costs being the responsibility of Licensor.

3. [SECTION 3 INTENTIONALLY OMITTED
IN ITS ENTIRETY]

4. SOFTWARE MAINTENANCE AND
SUPPORT SERVICES

Licensor shall provide the following Software support and error-correction services:

4.1. Software Support

(a) SupportCenter and/or help desk telephone support from 8:00am - 5:00pm Central Time, Monday through Friday, excluding Licensor's holidays, and on-call support at other times, including consultation on the operation and use of the Software, provided that all common carrier charges incurred by Licensee and all costs of telephone and terminal equipment incurred by Licensee shall be the responsibility of Licensee. Licensee support requests can be made to Licensor via telephone, voicemail or electronic mail.

(b) Licensee shall provide first line of support to their users. Licensee shall not exceed five (5) contact names for the reporting of problems to Licensor's SupportCenter. Contact names for both parties are described in Appendix D - Help Desk Contact List.

(c) Licensee shall assign a severity level when reporting a problem/issue to the SupportCenter. Licensor shall appoint a primary contact and a secondary contact, who shall be the contact points for every problem/issue concerning error-correction and support services for the Software. Licensor's contact names and pager numbers are provided in Appendix D - Help Desk Contact List.

(d) Licensor shall provide the following response and resolution timeframes to Software errors reported by Licensee. Licensor shall provide to Licensee a Technical Support Plan and Licensor's Internal Escalation Procedures within thirty (30) days from the execution of this Agreement. Licensor shall use reasonable commercial efforts to resolve all situations with a replacement and/or workaround within the stated timeframes.

Severity Level 1: Licensor shall use commercially reasonable efforts to resolve all situations with a replacement and/or workaround within twenty-four (24) hours for non-development related problems and forty-eight (48) hours for development related problems and are usually resolved via a patch release; initial response within one (1) hour of problem being reported; hourly updates to Licensee; Licensor will follow its internal escalation procedure until problem is resolved.

Severity Level 2: Licensor shall use commercially reasonable efforts to resolve all situations with a replacement and/or workaround within two (2) business days for non-development related problems and development related problems will be addressed and resolved in a reasonable timeframe within a future patch or maintenance release; initial response within four (4) business hours of problem being reported; daily updates (business days) to Licensee; Licensor will follow its internal escalation procedure until problem is resolved.

Severity Level 3: Licensor shall use commercially reasonable efforts to resolve all situations with a replacement and/or workaround within five (5) business days for non-development related problems and development related problems will be addressed and resolved in a reasonable timeframe within a future patch or maintenance release; initial response within twenty-four (24) business hours of problem being reported; daily updates (business days) to Licensee. Licensor will follow its internal escalation procedure until problem is resolved.

Severity Level IV: Licensor shall use commercially reasonable efforts to resolve all situations with a replacement and/or workaround within a reasonable timeframe for non-development related problems and development related problems will be addressed and resolved in a future Software release; initial response within twenty-four (24) business hours of problem being reported; weekly updates to Licensee. Licensor will follow its internal escalation procedure until problem is resolved.

4.2 Error Correction Services

(a) Licensor shall use commercially reasonable efforts to design, code and implement programming changes to the Software, and modifications to the Documentation, to correct reproducible errors therein so that the Software is brought into conformance with the Documentation; provided that under no circumstances does Licensor warrant or represent that all problems can or will be corrected.

(b) The standard of "commercially reasonable efforts" shall be applied according to commercial reasonableness, taking into account the facts and circumstances surrounding the occurrence of the error in the Software, including without limitation the severity of the impact on Licensee's normal business operations and the economics of this Agreement to Licensor. Upon notification by Licensee of a problem to Licensor, Licensee shall give Licensor reasonable access to all relevant documentation and records, and shall provide such assistance as Licensor may reasonably request, including sample output and other diagnostic information, in order to assist Licensor in providing error-correction service. Licensor shall have the right to charge actual and

reasonable fees if Licensor spends time investigating or fixing a problem which is not caused by an error in the Software.

(c) In no event, however, shall Licensor have any responsibility to correct any problems or damage resulting from changes to or modification of the Software made by any party other than by Licensor.

4.3 Software Updates

(a) During the term of this Agreement, Licensor shall make available to Licensee, at no additional cost, Updates, when such Updates are published by Licensor and made commercially available by Licensor to its other licensees at no additional cost. Licensor generally makes commercially available one (1) major Software release (new feature and/or enhancements) annually and two (2) or three (3) maintenance releases annually. Licensor will also provide to Licensee, at no additional cost, the major Software release. If installation of such Updates or releases requires data migration expenses, these will be charged to Licensee according to Licensor's fee schedule provided under the Professional Services Agreement. Licensee is responsible for materials and other related expenses incurred by Licensor in performing such work. Licensee may elect not to migrate to a new version of the Software. However, Licensor shall operate BILLINGCENTRAL using only the current and past two versions of Software. Licensee must migrate to a newer version of Software if it is currently using a version older than what is supported. All Updates shall become part of the Software and subject to the provisions of the Master Agreement hereof, including without limitation the confidentiality provisions and the provisions regarding the sole and exclusive ownership thereof by Licensor.

(b) Licensee shall be responsible for all data migration efforts and costs to support Licensee-specific interface(s) to the Software.

5. BILLINGCENTRAL SERVICES

Licensor shall provide the personnel reasonably required to support the following system processes: call detail collection, rating, taxing, lockbox payment, report generation, and invoicing, and verification of Licensee's Licensee/subscriber base. Licensor shall provide the following operational support services once Licensee is in production in BILLINGCENTRAL.

5.1 [Intentionally Omitted]

5.2 Operational Support Services

(a) Capacity Planning - Based on Licensee's growth projections over the Term of this Agreement, Licensor shall use commercially reasonable efforts to

determine that Licensee's environment is planned, configured and tuned to run and support the Software and Licensee's business environment over the term of this Agreement.

(b) Systems Software Support - Licensor shall monitor the Software as required using industry standard monitoring tools. Licensor shall be responsible for the installation and operation of all hardware and Software, including without limitation NetworkStrategies®, the server environment and operating system hardware and software. Licensor will maintain the operating system software inventory, prepare, install and certify operating system software releases, and perform routine hardware maintenance on all hardware that Licensor is responsible for.

Licensor will manage the scheduling and implementation of NetworkStrategies® product releases/upgrades and will perform adequate testing to Licensee's production environment. Licensee shall have access to a testing server to perform User Acceptance of new Software releases. If additional testing is required to Licensee-specific interfaces, all work will be performed under Licensor's Professional Services Agreement at standard labor rates.

(c) Vendor Interface - Licensor will manage the relationship with the third-party software vendors, standard to this offer, to ensure timely resolution of problems and expedite the provision of service. The mandatory software vendors include: Crystal Reports, Telcordia (LERG, V&H Coordinates, and NPA Split Database), Vertex CommFax21, Microsoft Windows NT Server, Backoffice Suite, and Windows NT Workstation.

(d) Network Support - Licensor shall use commercially reasonable efforts to ensure proper communication between BILLINGCENTRAL and the standard network interfaces that includes: (i) bill print and finishing vendor; (ii) lockbox vendor for payment processing services; and (iii) Licensee's site to support interactive users.

(e) Security Administration - Licensor shall use commercially reasonable efforts to cause the systems entrusted to BILLINGCENTRAL to remain individually protected and operate independently of each other. BILLINGCENTRAL shall provide a secure operating environment with commercially reasonable, current systems for security, fire protection, and power management, as well as, consistent temperature and humidity control.

(f) Disaster Recovery - Licensor shall provide basic disaster recovery capabilities to Licensee. Licensor shall provide to Licensee a Disaster Recovery Plan that details the activities in the event of a disaster at BILLINGCENTRAL. Licensor shall deliver the Disaster Recovery Plan to Licensee within thirty (30) days of this signed Agreement. Upon the reasonable request of Licensee, Licensor shall

ABILITY SOLUTIONS, INC. BILLINGCENTRAL RENEWAL AGREEMENT

perform a demonstration of the Disaster Recovery Plan. The costs of such demonstration shall be paid by Licensee, at the rates set forth in the Professional Services Agreement. Any upgrade to recovery capabilities will require additional Professional Services to define requirements, costs and to implement the same.

(g) **Transmission Monitoring** – Licensor shall monitor all regularly scheduled transmissions to and from the print vendor, the switch (data collection), and the lockbox vendor.

(h) **Tape Shipment and Receiving** – Licensor shall ship or receive media tapes for processing according to Licensee requirements.

(i) **Job Scheduling** – Licensor shall execute and monitor NetworkStrategies® batch jobs and maintain the batch schedule as jointly determined by the NetworkStrategies® operations staff and Licensee. The NetworkStrategies® batch jobs required to support Licensee business and the associated job schedules will need to be determined.

(j) **Problem Prevention and Avoidance** – Licensor shall provide continuous monitoring of system performance according to thresholds for optimum throughput.

(k) **Backups / Recovery and Archive** – Licensor shall maintain procedures and perform backups and recover data according to a mutually agreed upon schedule. Licensor shall perform incremental back-ups daily and full back-ups are performed weekly. Weekly and monthly magnetic tape backups are rotated to an off-site tape vault located in Chesterfield, MO. The backup data includes: O/S Logs, NetworkStrategies® application and Licensee data, mandatory third-party software applications, and application data. Licensor shall retain backup data for a period of ninety (90) days.

(l) **System Security Management** – Licensor shall provide the maintenance of the system access (e.g., operating systems and database) and physical security controls (access to facility).

5.3 Billing and Processing Services

(a) Licensor agrees to provide billing and related BILLINGCENTRAL processing services to Licensee using the Software, as described in Appendix B – Ability Solutions BILLINGCENTRAL Services. The major processing services are: call detail record collection process (once daily); call detail record rating, pricing, and taxing process (once daily); invoice generation (up to four (4) bill cycles per month); lockbox payment processing (once daily); and general processes (daily data backups, etc.).

(b) Any changes to Licensor's standard invoice format required by Licensee shall be deemed as "Further Developments."

(c) Subject to the full and punctual performance by Licensee of its obligations under this Agreement, Licensor shall bill Licensee's Licensees/subscribers based on the data provided by Licensee to Licensor. Both Licensee and Licensor shall be responsible for reviewing such bills for accuracy before they are sent to Licensee's subscribers and/or Licensees.

5.4 Data Ownership

Licensor agrees that all records, data, files, input materials, reports, forms and other data received, computed, developed, used, and/or stored pursuant to this Agreement are the exclusive property of Licensee and that all such records and other data shall be furnished to Licensee in available machine readable form immediately upon termination of this Agreement for any reason whatsoever. The costs associated with furnishing such records and data shall be paid by Licensee, at the rates set forth in the Professional Services Agreement. For so long as no amounts are due and owing by Licensee hereunder, Licensor shall not possess any interest, title, lien or right to any such data or records.

5.5 Hardware Procurement

All non-production hardware purchased by Licensor on Licensee's behalf and fully paid for by Licensee shall be identified in writing by date of purchase, brand, model, and serial number. Licensor shall place identifying tags or labels on such equipment, indicating that the same is the property of Licensee. Licensor agrees, at Licensee's expense, to keep said equipment in good working order, good repair, and workable condition by making, when needed, all repairs thereto or by substitution of equipment within a reasonable time from the receipt of notice of the need thereof. The costs of such maintenance must be approved by Licensee in writing in advance. Licensor's failure to obtain such approval will result in such costs being the responsibility of Licensor. Licensee shall provide to Licensor in writing its projected growth by year (subscribers, CDRs, users, etc.) over the Term of this Agreement. Based on Licensee's projections, Licensor shall provide the necessary server hardware to support Licensee's data storage, user access, and CDR processing during the Term of this Agreement. This excludes any additional hardware that Licensee may request to support data redundancy or replication, which is not included in the standard BILLINGCENTRAL offering. All production hardware will be owned and maintained by Licensor.

*ABILITY SOLUTIONS, INC. BILLINGCENTRAL RENEWAL AGREEMENT***6. LICENSEE'S RESPONSIBILITIES**

(a) As part of this Agreement, Licensee will operate the client portion of Licensor's Software on Licensee's equipment for the purpose of the normal operation of the system, including activities such as order entry, credit adjustments, and other data input activities. Licensee shall be responsible for the purchasing, installation, maintenance and operational support for any remote equipment at Licensee's site, desktop computer systems, networks, and peripheral devices. Licensor shall provide written instructions to Licensee on the installation and set-up of the client/workstation software and will train Licensee on this procedure. Licensee shall be responsible for the installation and set-up of all client/workstation software for the initial installation and all subsequent Software upgrades, updates, and releases. Licensee shall be solely responsible for the evaluation, installation, implementation, compatibility, use and performance of and results obtained from any hardware, telecommunication equipment or software, and Licensee-specific third-party software applications which it uses in connection with the Software.

(b) Licensee shall be responsible for providing to Licensor the information with respect to Licensee, its services and its Licensees that Licensor reasonably requires in order to enable Licensor to perform BILLINGCENTRAL. Licensor shall have no obligation to provide BILLINGCENTRAL if Licensee fails to provide Licensor with all necessary information.

(c) Licensee shall be responsible for entering Licensee's data into NetworkStrategies® or provide paper records to Licensor or other mutually approved media and Licensor will cause such information to be entered into NetworkStrategies® at Licensor's hourly rates for such work which are from time-to-time in effect, plus reimbursement for materials and other related expenses incurred by Licensor in performing such work. Licensee may also, with Licensor's prior written consent, enter updated or new Licensee account information directly into NetworkStrategies® through the use of compatible third-party Licensee care software approved by Licensor and obtained and maintained by Licensee at its expense.

(d) Licensee shall be solely responsible for arranging for payments to be collected from its subscribers and for providing the collection information to be entered into NetworkStrategies®. Licensee acknowledges that Licensor does not guarantee the collection or collectability of the bills of Licensee's subscribers, and Licensor shall not be liable or responsible for, directly or indirectly, the failure or refusal of any subscribers of Licensee to pay any bill.

(e) Licensee shall be solely responsible for the completeness and accuracy of all information provided to Licensor for processing hereunder. Errors attributable to Licensee shall be corrected by Licensor at the request of Licensee, and such work shall be charged to Licensee at Licensor's then current hourly rates, plus reimbursement for

materials and other related expenses incurred by Licensor in performing such work.

(f) Licensee shall be responsible for maintaining user access to the Software, user profiles, user ID, and passwords.

(g) Licensee shall be responsible for all costs, maintenance and support of Licensee-specific third-party software applications that are not included in the Licensor BILLINGCENTRAL standard offer which includes any migration efforts to the Software to support or Updates.

This BILLINGCENTRAL Renewal Agreement has been duly executed by the authorized representatives of the parties hereto.

(SIGNATURES BEGIN ON THE NEXT PAGE.)

ABILITY SOLUTIONS, INC. BILLING CENTRAL RENEWAL AGREEMENT

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto, effective as of the Effective Date.

ABILITY SOLUTIONS, INC.

By: [Signature]Name: GORDON QUICKTitle: Pres: CEODate: 07/16/01

Address for notices:

400 Chesterfield CenterChesterfield, MO 63017ATTN: PresidentTelephone: (636)532-5300Fax: (636)532-4236

ALLEGIANCE TELECOM COMPANY WORLDWIDE

Address for notices:

By: [Signature]Name: G. CLAY MYERSTitle: SVP- FINANCEDate: 07/17/019201 N. Central ExpresswayDallas, TX 75231Telephone:Fax:

APPENDIX A

COMPENSATION FOR ABILITI SOLUTIONS BILLINGCENTRAL

The compensation for Abiliti Solutions BILLINGCENTRAL shall be paid in the form of Monthly Processing Fees. Processing charges will be billed to Licensee based on a percentage of monthly revenue billed through the system as shown below:

Billed Monthly Revenue	Percentage of Revenue
Up to and including the first \$13,500,000	3.0
>\$13,500,000 to \$25,000,000	2.0
>\$25,000,000 to \$35,000,000	1.0
>\$35,000,000	.75

- In addition, Licensee will be credited with monthly adjustments according to the following schedule:

For the Months:	Monthly Adjustment
04/01/01 – 06/30/01	\$550,000
07/01/01 – 09/30/01	\$400,000
10/01/01-12/31/01	\$300,000

ABILITY SOLUTIONS, INC. BILLINGCENTRAL RENEWAL AGREEMENT

APPENDIX B

ABILITY SOLUTIONS BILLINGCENTRAL PROCESSING SERVICES

BILLINGCENTRAL shall be comprised of the following processing services performed by Licensor for Licensee during the term of this Agreement:

Once Daily Call Detail Collection Process

1. File Import / Export
2. Off-load CDR and other transaction tapes
3. Generate Import / Export File Reports
4. Run Purification Process against transaction set
5. Generate Conversion Error Report
6. Re-run conversion of remaining erred records
7. Generate Final Conversion Error Report

Once Daily Rating, Pricing and Taxing Process

1. Run Rating, Pricing and Taxing Process
2. Provide Processing Error Reports for review and reconciliation
3. Perform necessary corrections, as required
4. Run Rating, Pricing and Taxing Process against rejected records and regenerate processing error reports as required
5. Provide internal Tax Reports

Bill Generation Process (up to four (4) monthly bill cycles)

1. Create Monthly Recurring and Installation Billing File
2. Perform Bill Generation Run Process for each bill cycle
3. Invoice Sampling / Quality Assurance Process
4. Generate Client Register and Billing Register
5. Preparation of Print File for invoice printing
6. Invoice Print, Stuff and Mail Process via third party facility
7. Post billing results to appropriate files
8. Generate Management Reports
9. Perform Billing File Maintenance Process

Once Daily Payments and Adjustments

1. Accept lock box feeds
2. Apply payments and adjustments to Licensee accounts
3. Maintain Licensee Payment and Adjustment Information

General Processes

1. Run Daily / Weekly / Monthly System Updates
2. Generate back up tapes
3. Management Report Generation

APPENDIX C

SYSTEM ENVIRONMENT

Based on Licensee's projected growth (see below) during the Term of this Agreement, Licensor certifies the following system configuration shall support Licensee's client/desktop production environment.

Licensee Projections	Year 1	Year 2	Year 3	Year 4	Year 5
CDRs					
Subscribers					
Users					

Hardware (desktop equipment, printers):

Client Software:

- Microsoft Windows® NT Workstation
- Microsoft Windows® 2000 Server and Workstation

BILLINGCENTRAL's Standard Third-Party Software Applications:

- Crystal Reports
- Telcordia (LERG, V&H Coordinates, and NPA Split Database)
- Vertex CommTax21
- Microsoft Windows NT Server
- Microsoft Backoffice Suite
- Microsoft Windows NT Workstation
- Group 1 - Doc 1

BILLINGCENTRAL's Standard Network Interfaces:

- Bill print and finishing vendor
- Lockbox vendor for payment processing services
- Licensee's site to support interactive users

APPENDIX D

SUPPORT CENTER/HELP DESK CONTACT LIST

Ability Solutions Contact Name	Contact Telephone Number
Primary Contact Name	
	Pager Number:
Secondary Help Desk Contact	
	Pager Number:
Licensee's Contact Names	Contact Telephone Number
1 st Contact Name: DEBRA SHINDLER	469-259-2120
2 nd Contact Name: JEFF ANDERSEN	469-259-4428
3 rd Contact Name: ANGEL MCFADDEN	469-259-4427
4 th Contact Name: KATHY WASSON	469-259-4433
5 th Contact Name: MARTHA PHAN	469-259-4283

SCHEDULE C SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement is entered into as of the Effective Date between Abiliti Solutions, Inc. ("Licensor") and Allegiance Telecom Company Worldwide ("Licensee"). This Software Maintenance Agreement is an attachment to the Master Agreement between the parties, and is subject to all the terms and conditions of that Agreement. Unless the context otherwise requires, all definitions used herein shall have the meaning ascribed in the Master Agreement.

1. SCOPE

As provided herein, Licensor shall provide Software support and error-correction services ("Maintenance") to Licensee with respect to the Software provided by Licensor.

2. TERM

If within ten (10) days of the Activation Date, Licensee notifies Licensor in writing of its election for Licensor to provide Maintenance, the term of this Agreement shall commence effective as of the Activation Date and shall continue for twelve (12) months following the Activation Date. Thereafter, this Agreement shall automatically renew for successive periods of twelve (12) months, unless this Agreement is otherwise terminated pursuant to the provisions hereof. Each such twelve-month period is referred to herein as a "Maintenance Period." Notwithstanding the foregoing, in no event shall the term of this Agreement extend beyond the License Term of the Software Site License Agreement. Licensor agrees to provide Maintenance as described below with respect to the Software for the Maintenance Period specified herein, as provided herein. Thereafter, the Maintenance shall automatically renew for successive periods of twelve (12) months each, unless this Agreement is terminated pursuant to the terms hereof; provided that in no event shall the term of this Agreement extend beyond the term of the Software Site License Agreement.

3. TERMINATION

(a) Licensee may elect not to renew this Software Maintenance Agreement or to otherwise terminate this Agreement. Licensee shall provide sixty (60) days written notice to Licensor. Upon the date of termination of this Agreement, Licensor will discontinue all software maintenance services as described in Section 4. Licensee shall not be entitled to the return of any charges or prepaid amounts in the event Licensee terminates this Agreement.

(b) Licensor may terminate this Agreement and maintenance services should the following occur: (i) if the Software; database structure or system software are modified without prior written approval from Licensor; (ii) the Software and/or databases have been

altered by means other than Licensor-supplied application programs or Licensor-approved procedures; (iii) Licensee has not exercised adequate precautions to avoid abuse, misuse, or neglect to the Software and system environment; (iv) Licensee is not operating the current or not more than the past two versions of the Software; (v) non-payment of fees by Licensee; or (vi) material breach by Licensee.

4. PAYMENTS

4.1 Annual Maintenance Fee

(a) In consideration of the license granted to Licensee by Licensor under the Software Site License Agreement, Licensee agrees to pay Licensor an annual software maintenance fee (the "Annual Maintenance Fee").

(b) For the first three (3) successive Maintenance Periods, the Annual Maintenance Fee shall be \$200,000. Thereafter, the Annual Maintenance Fee shall be the prior Maintenance period's Annual Maintenance Fee, plus ten percent (10%).

(c) Licensee shall pay the initial Annual Maintenance Fee to Licensor within ten (10) days of the Activation Date. Thereafter, Licensor shall invoice Licensee annually for the upcoming software Maintenance Term. Licensor will invoice at least sixty (60) days in advance of the upcoming maintenance period. The Annual Maintenance Fee shall be paid on or prior to the first day of the upcoming Maintenance Period.

4.2 Late Payments

(a) Any payments due under this Agreement which are not made when due will be subject to an interest charge at the rate of the lesser of one and one-half percent (1-1/2%) per month or the highest rate permitted by applicable law.

(b) If payment is more than ninety (90) days past due or is not received prior to the anniversary date of the maintenance term, Licensee is responsible for paying Licensor a Software re-certification fee of ten percent (10%) of the Annual Maintenance Fee in addition to the then-applicable Annual Maintenance Fee.

5. SOFTWARE MAINTENANCE AND SUPPORT SERVICES

During the Maintenance Period, Licensor shall provide the following Maintenance:

5.1 Software Support

(a) SupportCenter and/or help desk telephone support from 8:00am – 5:00pm Central Time, Monday through Friday, excluding Licensor's holidays, and on-call support at other time, including consultation on the operation and use of the Software, provided that all common carrier charges incurred by Licensee and all costs of telephone and terminal equipment incurred by Licensee shall be the responsibility of Licensee. Licensee's support requests can be made to Licensor via telephone, voicemail or electronic mail.

(b) Licensee shall provide first level of support to their users. Licensee shall not exceed five (5) contact names for the reporting of problems to Licensor's SupportCenter. Contact names for both parties are provided in Appendix B – SupportCenter/Help Desk Contact List.

(c) Licensee shall assign a severity level when reporting a problem/issue to the SupportCenter. Licensor shall appoint a primary contact and a secondary contact, who shall be the contact points for every problem/issue concerning error-correction and support services for the Software. Licensor's contact names and pager numbers are provided in Appendix B – Help Desk Contact List.

Licensor shall provide the following response and resolution timeframes to Software errors reported by Licensee. Licensor shall provide to Licensee a Technical Support Plan and Licensor's Internal Escalation Procedures within thirty (30) days from the execution of this Agreement. Licensor shall use reasonable commercial efforts to resolve all situations with a replacement and/or workaround within the stated timeframes.

Severity Level 1: Licensor shall use commercially reasonable efforts to resolve all situations with a replacement and/or workaround within twenty-four (24) hours for non-development related problems and forty-eight (48) hours for development related problems and are usually resolved via a patch release; initial response within one (1) hour of problem being reported; hourly updates to Licensee; Licensor will follow its internal escalation procedure until problem is resolved.

Severity Level 2: Licensor shall use commercially reasonable efforts to resolve all situations with a

replacement and/or workaround within two (2) business days for non-development related problems and development related problems will be addressed and resolved in a reasonable timeframe within a future patch or maintenance release; initial response within four (4) business hours of problem being reported; daily updates (business days) to Licensee; Licensor will follow its internal escalation procedure until problem is resolved.

Severity Level 3: Licensor shall use commercially reasonable efforts to resolve all situations with a replacement and/or workaround within five (5) business days for non-development related problems and development related problems will be addressed and resolved in a reasonable timeframe within a future patch or maintenance release; initial response within twenty-four (24) business hours of problem being reported; daily updates (business days) to Licensee. Licensor will follow its internal escalation procedure until problem is resolved.

Severity Level IV: Licensor shall use commercially reasonable efforts to resolve all situations with a replacement and/or workaround within a reasonable timeframe for non-development related problems and development related problems will be addressed and resolved in a future Software release; initial response within twenty-four (24) business hours of problem being reported; weekly updates to Licensee. Licensor will follow its internal escalation procedure until problem is resolved.

5.2 Error Correction Services

Error correction services, consisting of Licensor's use of commercially reasonable efforts to design, code and implement programming changes to the Software, and modifications to the documentation, to correct reproducible errors therein so that the Software is brought into conformance with the user documentation; provided, however, that under no circumstances does Licensor warrant or represent that all problems can or will be corrected.

The standard of "commercially reasonable efforts" shall be applied according to commercial reasonableness, taking into account the facts and circumstances surrounding the occurrence of the error in the Software, including without limitation the severity of the impact on Licensee's normal business operations. Upon notification by Licensee of a problem to Licensor, Licensee shall give Licensor reasonable access to all relevant documentation and records, and shall provide such assistance as Licensor may reasonably request, including sample output and other diagnostic information, in order to assist Licensor in providing error-correction service. Licensor shall have the right to charge actual and reasonable fees if Licensor spends time investigating

or fixing a problem which is not caused by an error in the Software.

In no event, however, shall Licensor have any responsibility to correct any problems or damage resulting from changes to or modification of the Software made by any party other than by Licensor.

6. LICENSEE RESPONSIBILITIES

(a) Licensee shall be responsible for first level of support to its users. Licensee shall not exceed five (5) contact names for the reporting of problems to Licensor's SupportCenter. Licensee's primary contacts must be knowledgeable on Licensee's business processes and practices, have in-depth knowledge of the Software, and general understanding of the physical system environment (only applicable for Site Licenses).

(b) Licensee will manage Licensee's process for submitting problems/issues to Licensor and is responsible for establishing a process within Licensee's organization for controlling the submission of problems/issues. Licensee is responsible for setting the initial severity for new problems/issues and can request a change in severity at any time.

(c) Licensee may be asked to perform problem determination activities suggested by Licensor. Problem determination may include capturing error messages, printing reports, and installing new maintenance and/or patch versions of the Software.

(d) During the Maintenance Period, Licensee shall be responsible to: (i) provide the proper environment, electrical and telecommunications connections for the software platform; (ii) maintain procedures external to the Software applications and host computer for the creation and storage of data to allow for the reconstruction of lost or altered files, data, or programs; (iii) provide a dedicated system modem and a dedicated telephone line for Licensor to remotely access the Licensee's Software system; (iv) provide proper maintenance of the environment (e.g., proper ventilation, clean and reasonably dust free, etc.) and hardware equipment based on the manufacturer's specifications; (v) install any new system software provided by System Manufacturer, per Licensor's instructions; (vi) manage all interface(s) between Software and all other software used by Licensor; (vii) perform preventive maintenance tasks (e.g., daily/weekly data backups, purging of data files at end of retention period, etc.); (viii) manage all user IDs, passwords, security, etc.; and (viii) perform normal SQL and NT maintenance as dictated by commonly accepted maintenance practices.

(e) Licensee shall be responsible for all upgrade costs for all mandatory third-party products that are used in conjunction with NetworkStrategies®. These upgrades may be required for continuation of Software Maintenance support. Licensor shall provide written notice to Licensee when third-party software upgrades are required for operating the Software and for maintenance support.

(f) Licensee shall be responsible for the integrity and maintenance of data that is utilized for database loading and/or data used in the creation of business rules that are used by the Software.

(Signatures begin on the next page.)

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto, effective as of the Effective Date.

ABILITY SOLUTIONS, INC.

By: [Signature]
 Name: GORDON QUICK
 Title: DRS : CEO

Address for notices:

400 Chesterfield Center
Chesterfield, MO 63017
 ATTN: President
 Telephone: (636) 532-5300
 Fax: (636) 532-4236

ALLEGIANCE TELECOM COMPANY
 WORLDWIDE

By: [Signature]
 Name: G. CLAY MYERS
 Title: SVP - FINANCE

Address for notices:

9201 N. Central Expressway
Dallas, Texas 75231
 ATTN: Legal
 Telephone: _____
 Fax: _____

APPENDIX A

[Intentionally Omitted]

ABILITY SOLUTIONS, INC. SOFTWARE MAINTENANCE AGREEMENT

APPENDIX B

SUPPORTCENTER/HELP DESK CONTACT LIST

Ability Solutions Contact Name	Contact Telephone Number
Primary Contact Name	
	Pager Number:
Secondary Help Desk Contact	
	Pager Number:
Licensee's Contact Names	Contact Telephone Number
1 st Contact Name:	
2 nd Contact Name:	
3 rd Contact Name:	
4 th Contact Name:	
5 th Contact Name:	

ABILITY SOLUTIONS, INC. PROFESSIONAL SERVICES AGREEMENT

SCHEDULE D
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into as of May 1, 2001 (the "PSA Effective Date") between Ability Solutions, Inc. ("Licensor") and Allegiance Telecom Company Worldwide ("Licensee"). This Professional Services Agreement is an attachment and/or schedule to the Master Agreement between the parties, and is subject to all the terms and conditions of the Master Agreement. Unless the context otherwise requires, all definitions used herein shall have the meaning ascribed in the Master Agreement.

WHEREAS, Licensee and Licensor enter into this Agreement in order to set forth the terms and conditions pursuant to which Licensor shall provide software development and other professional and/or technical services to Licensee, with respect to the Software, that are beyond the scope of the services provided to Licensee by Licensor under the Master Agreement and Schedule A - Software Site License Agreement and/or Schedule B - BILLINGCENTRAL Agreement, as applicable.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. TERM

The services provided to Licensee under this Agreement start on the PSA Effective Date and shall be coterminous with Schedule A - Software Site License Agreement or Schedule B - BILLINGCENTRAL Agreement, as applicable.

2. FURTHER DEVELOPMENT SERVICES**2.1 Further Development Activity**

Further Development activity commences with the creation of an LOE estimate and concludes with the acceptance of the Further Development into production.

2.2 System Requirements Detail

(a) Upon Licensee's request for Further Development, Licensee will be asked to provide specific user requirements detailing the general functionality required of such Further Development, including any deliverables and any other general requirements to be met. Such information is referred to herein as a "System Requirements Detail."

(b) Each party shall appoint a primary contact and a secondary contact, who shall be the contact points for every issue concerning the work on the Further Development and who shall be informed of the progress of the project. The names of the contacts will be exchanged in writing by the parties.

(c) Licensor shall provide experienced personnel to work closely with Licensee's personnel to identify Software enhancements, Licensee-specific third-party interface development and integration efforts, data

migration and/or conversion efforts, data configuration specifics, etc. Licensee shall make personnel available to address business and system related requirements.

(d) Once a System Requirements Detail is completed by Licensee, Licensor will prepare an estimate for the Further Development, based on Licensor's Software modification procedures.

(e) Licensor will provide rough order of magnitude (ROM) estimates at no charge. Detailed LOE estimates provided by Licensor are billable under the terms of this Agreement based on the approvals detailed in Section 2.3(a).

2.3 Statement of Work

(a) Upon receipt of such estimate, Licensee will then approve Licensor's preparation of a Statement of Work with agreed upon expenses. Licensee will issue a Purchase Order which will authorize the Licensor to commence the work. Licensor will not be entitled to invoice Licensee or otherwise receive any payments from Licensee for any professional services or other related expenses without a Purchase Order covering such services, duly authorized by a Vice President of Licensee. Agreed-upon expenses incurred by Licensor in the creation of the Statement of Work will be paid by Licensee, at the rates set forth in Appendix A - Professional Service Labor Rates. If a Statement of Work for the Further Development is authorized, the amount paid by Licensee for creation of the Statement of Work will be credited against the cost of the Further Development authorized.

(b) Each Further Development must be authorized in writing, evidenced by a Purchase Order from Licensee, by a Vice President of Licensee and the primary or secondary contact at Licensor. Licensor shall not be required to proceed with the work on a Further Development that has been authorized until such authorization is confirmed in

ABILITY SOLUTIONS, INC.. PROFESSIONAL SERVICES AGREEMENT

writing by a Purchase Order. The project timetable presented in the LOE shall remain valid only if Licensee authorization is received within five (5) business days of Licensor's presentation of the LOE to Licensee. If Licensee authorization is received after this time, Licensor will provide Licensee with a revised cost and time estimate.

(c) Upon written authorization of a LOE and receipt of a Purchase Order for such LOE, Licensor shall carry out and implement the Further Development in accordance therewith. Licensor will also update the Documentation of the Software according to such Further Development.

2.4 Installation and Acceptance

(a) Any Further Development shall be provided to Licensee on any machine-readable media reasonably required by Licensee. Licensee shall pay the cost of any such media (including without limitation shipping charges) provided by Licensor, in addition to any other charges required to be paid under this Agreement.

(b) Licensor shall be responsible for the initial installation of any Further Development related to BILLINGCENTRAL services.

(c) Within thirty (30) days after the delivery and installation of each Further Development for user acceptance testing, Licensee will certify full acceptance of such Further Development or will provide Licensor with a detailed written report of the reasons that Licensee believes that the Further Development does not comply with the authorized Statement of Work. In the event the Further Development does not comply, within fifteen (15) days of the notice of non-acceptance, Licensor shall determine the corrective action needed to bring the Further Development into compliance and shall submit a corrective action plan to Licensee for approval. If Licensee approves the corrective action plan, then Licensor shall implement the corrective actions and re-submit the Further Development for acceptance certification within the time limits stated in the plan. The acceptance procedures in this subsection (c) shall be followed until the Further Development is accepted or Further Development and the corrective plan are finally rejected. If Licensee does not approve the corrective action plan, Licensee and Licensor shall discuss modifications needed to the plan and attempt to formulate a mutually acceptable corrective action plan. If these efforts are unsuccessful and the Further Development and the corrective plan are finally rejected, Licensor and Licensee shall mutually determine the reason for the rejection as well as an adjustment in fees and expenses charged by Licensor for such Further Development.

(d) Licensor warrants the services provided to Licensee under this Agreement will be performed in a

professional manner. Furthermore, Licensor warrants that services will conform to the specifications of each Statement of Work.

3. OTHER SERVICES

3.1 Configuration Services

Upon Installation of Software under a Software Site License, Licensor shall configure the Software to Licensee's business requirements that are documented on the Initial System Requirements Detail. Baseline setup (i.e., information entered into database via scripts) and data configuration includes: access to applicable Software modules, GL codes, reason codes, reports, raw products, and mandatory third-party software applications (i.e., Crystal Reports, Telcordia, and Vertex).

3.2 Data Migration/Conversion Services

(a) Licensee may request Licensor to assist or fully manage the Data Migration/Conversion of Licensee's data to the initial Installation of the Software or Updates of the Software. Licensor shall provide an estimate to Licensee for the Data Migration/Conversion effort and the estimate shall be inclusive of the personnel and time required for such effort.

(b) Each party shall appoint a primary contact and a secondary contact, who shall be the contact points for every issue concerning the Data Migration/Conversion effort. The names of the contacts will be exchanged in writing by both parties.

(c) Upon receipt of Licensor's estimate for the Data Conversion/Migration effort, Licensee will provide written approval within five (5) days to Licensor for project engagement.

(d) Licensee shall provide personnel that may include: Project Manager, Acceptance Test Specialists, and Trainer to assist and support Licensor's Data Conversion/Migration project team.

3.3 Update Management

Licensee may request Licensor to be responsible for installing Updates on Licensee's System Environment. Licensor shall provide an estimate to Licensee, inclusive of the personnel and time required to support such Updates.

3.4 Third-Party Interface Development Services

(a) Licensee may request Licensor to develop interface(s) to support Licensee-specific third-party

ABILITI SOLUTIONS, INC.- PROFESSIONAL SERVICES AGREEMENT

software applications to the Software. Licensee shall be responsible for providing and documenting interface requirements, test data and test plans. Licensee shall be responsible for managing the integration and acceptance testing of all Licensee-specific third-party interface development.

(b) Licensee may request Licensor to manage any upgrade/update to Licensee-specific third-party software interface(s) developed by Licensor, resulting from Software Updates that impact the interface(s). Licensee shall be responsible for managing updates to all third-party interfaces that are developed by Licensor certified system integrators.

3.5 Software Consultancy Services

Licensee may request functional, technical or operational Software consultancy from Licensor that may include: customer care, order management, usage processing/rating, table configuration, bill calculation, bill statement presentation, industry table and taxing, financials, and ad hoc reporting.

3.6 Training Services

Licensor offers Software training that includes: "Train-the-Trainer", End User, major enhancement release (or delta) Software training, Licensee-specific, and industry training. All training is conducted at Licensor's training facility in Chesterfield, MO. Additional Software training or training related to Updates may be requested from Licensor at the rate of \$ 2,500.00 per training day, maximum of twelve (12) students. Licensee must pay all travel-related expenses for its students.

3.7 BILLINGCENTRAL Bill-Finishing Services

Licensee may elect for Licensor to perform bill-finishing services (printing, handling and mailing) for bills produced through BILLINGCENTRAL. Licensor will provide printing and mailing services to Licensee via its third-party bill-finishing vendor and handling and operations support via Licensor's operations support personnel. All of Licensor's third-party costs will be billed directly to Licensee at Licensor's actual cost plus ten percent (10%). Licensor's other handling and operations support will be invoiced as provided in this Agreement. Licensee has previously notified Licensor of Licensee's intent to convert to its own vendor for such bill-finishing services as soon as possible.

3.8 Use of Licensor Hardware

Hardware for development, quality assurance and user-acceptance testing are made available on a project-by-project basis as needed by Licensor. Licensee shall complete any user-acceptance testing in a timely manner and pursuant to a mutually agreed schedule.

4. FEES

4.1 Rates

Except for third-party work as provided above, all work to be performed by Licensor under this Agreement shall be charged to Licensee according to the fee schedule set forth on Appendix A - Professional Service Labor Rates, plus reimbursement for materials and other related expenses incurred by Licensor in performing such work.

4.2 Travel Expenses

Licensee agrees to reimburse Licensor for reasonable travel related expenses incurred in visits to Licensee's sites, including Licensee's call center. Such travel expenses shall be reimbursed as set forth in Appendix B.

4.3 Telecommunications and Connectivity Expenses

All telecommunication expenses beyond standard long-distance and local exchange services of common carriers, incurred by Licensor in connection with the performance of services by Licensor hereunder will also be reimbursed by Licensee upon presentation by Licensor of reasonably sufficient documentation of reasonable expenses incurred.

4.4 Interest Charge

Any payments due to Licensor from Licensee hereunder will be invoiced by Licensor and will be payable thirty (30) days after Licensee's receipt of such invoice. Past due payments bear interest from the due date at the rate of the lesser of one and one half percent (1-1/2%) per month or the highest rate permitted by applicable law. Each such invoice delivered to Licensee will provide details of the charges to Licensee, applicable rates and hours of Licensor personnel providing services to Licensee and will be supported by proper invoices and vouchers in respect of all expenses for which reimbursement is claimed.

4.5 Taxes

Payments due from Licensee to Licensor under this Agreement are exclusive of all taxes and Licensee shall pay any sales, use, goods and services, personal property, consumption, value-added or other tax and any duties or tariffs that may be assessed whether based upon the delivery, possession, sale or use of the Further Developments or otherwise, except for taxes based on the net income of Licensor.

*ABILITY SOLUTIONS, INC. PROFESSIONAL SERVICES AGREEMENT***4.6 Licensee Approval of Expenses**

All travel expenses and all other costs contemplated by this Agreement must be approved by Licensee in writing in advance of incurrence. Licensor's failure to obtain such approval will result in such costs being the responsibility of Licensor.

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

(Signatures begin on the next page.)

ABILITY SOLUTIONS, INC.. PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto, effective as of the Effective Date.

ABILITY SOLUTIONS, INC.

Address for notices:

By [Signature]
Name: GORDON QUICK
Title: Pres: CEO

400 Chesterfield Center
Chesterfield, MO 63017
ATTN: President
Telephone: (636)532-5300
Fax: (636)532-4236

ALLEGIANCE TELECOM COMPANY WORLDWIDE

Address for notices:

By [Signature]
Name: G. CLAY MYERS
Title: SVP - FINANCE

9201 N. Central Expressway
Dallas, Texas 75231
ATTN: Legal
Telephone: _____
Fax: _____

ABILITY SOLUTIONS, INC.. PROFESSIONAL SERVICES AGREEMENT

APPENDIX A

Professional Services Labor Rates

The following are the hourly rates associated with the services provided under this Professional Services Agreement. These rates are subject to change. The rates listed below will not change during the first twelve (12) months of this Agreement. Beginning in the second year of this contract term, the rates will not increase by more than twenty percent (20%) per year. Licensee will be given notice sixty (60) days prior to a rate change becoming effective. The rates charged will be based on the standard rates in effect at the time Licensor provides Licensee with an estimate.

Position	Standard Hourly Rate	Allegiance Rates
Project Manager	\$ 215.00	\$172.00
Developer/Technical	\$ 250.00	\$200.00
Business Analyst	\$ 195.00	\$156.00
Project Analyst	\$ 165.00	\$132.00
Testing Analyst	\$ 150.00	\$120.00
Report Writer Specialist	\$ 200.00	\$160.00
Trainer and Technical Writer	\$ 200.00	\$160.00

ABILITY SOLUTIONS, INC. PROFESSIONAL SERVICES AGREEMENT

APPENDIX B

TRAVEL AND REIMBURSABLE EXPENSES

Licensor will comply with the following Licensee policies and practices when billing for direct out-of-pocket expenses for travel and similar reimbursable expenses which are covered in this Agreement or any other Schedule to the Master Agreement:

1. Air transportation expenses: Licensee will only reimburse for coach or special discounted fares on domestic flights. Nonstop flights should be used discriminately and only when "business needs dictate". Trips should also be booked as far in advance as possible to qualify for special air fare promotions and discount fares; otherwise, when possible, unrestricted low-cost carriers should be used.
2. Lodging expense: Licensor should coordinate with the Licensee contact designated in the applicable Statement of Work, to identify hotels with whom Licensee has negotiated special rates, or when such accommodations are not available, use hotels where corporate discounts are offered.
3. Meal expenses: The reasonable cost of meals on overnight trips is allowed while traveling on Licensee's behalf. Entertainment, such as theater tickets and hotel room movies, are personal expenses, and are not reimbursable. Expenses for meals and other entertainment provided to Licensee are not reimbursable. Meals pertaining to travel on one-day trips are not billable to Licensee.
4. Alcoholic beverages: Alcoholic beverage costs are not reimbursable.
5. Tips: Tips are an acceptable expense if they represent customary and reasonable amounts for meals, porter, taxi, or similar services. Tips for meals must be included in the meal cost and tips for the ground transportation must be included in transportation costs. Tips to porters, bellhops, etc. should be listed as miscellaneous travel.
6. Car rental: In the U.S., compact cars will be rented when available, and comparable models will be rented when traveling internationally. All optional insurances for rental cars while on Licensee business in the U.S. and Canada, are not reimbursable. Fines for parking or traffic violations are not reimbursable expenses whether incurred in a rental car or while using one's personal automobile for Licensee business.
7. Expense statements: Expense Statements, when traveling on Licensee's behalf, should contain information pertaining to only one (1) trip and must be prepared on a timely basis. Copies of airline tickets, hotel charges, and any other expense in excess of seventy-five dollars (\$75.00) must be included.

SCHEDULE E SOFTWARE ESCROW AGREEMENT

This Software Escrow Agreement (this "Agreement") is entered into as of the Effective Date by and between Ability Solutions, Inc. ("Licensor"), Fort Knox Services, Inc. (the "Escrow Agent") and Allegiance Telecom Company Worldwide ("Licensee"). This Software Escrow Agreement is an attachment and/or schedule to the Master Agreement between the parties, and is subject to all the terms and conditions of the Master Agreement. Unless the context otherwise requires, all definitions used herein shall have the meaning in the Master Agreement.

WHEREAS, Licensor intends to deliver to the Escrow Agent from time to time, sealed packages containing certain data as provide herein (the "Deposit Materials"); and

WHEREAS, Licensor and Licensee desire the Escrow Agent to hold the Deposit Materials, and, upon certain events, as defined herein, deliver the Deposit Materials (or a copy thereof) to Licensee, in accordance with the terms hereof.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF LICENSOR

1.1 Delivery by Licensor

Licensor shall be solely responsible for delivering to the Escrow Agent the Deposit Materials.

1.2 Initial Delivery.

On or before June 30, 2001, Licensor shall deliver to the Escrow Agent a sealed package containing the source code (the "Source Code") on CD-ROM, in machine readable form, for the computer software products (the "Software") for which the Software Site License is granted.

1.3 Additional Deposits

During the term of this Agreement, when a change is made to the Source Code by or on behalf of Licensor, or Licensor completes any other modifications, updates, new releases or documentation related to the Software, the revised Source Code or other such documentation shall be delivered, on CD-ROM, in machine readable form, to the Escrow Agent promptly, and in no event later than thirty (30) days after the change has gone into production (each, an "Additional Deposit").

1.4 Notification of Deposits

Simultaneous with the delivery to the Escrow Agent of any Deposit Materials, Licensor shall deliver to the Escrow Agent and to Licensee a written statement, substantially in the form of Exhibit B, specifically identifying all items deposited and stating that such Deposit Materials have been inspected by Licensor and are complete and accurate.

1.5 Natural Degeneration

The parties acknowledge that as a result of the passage of time alone, the Deposit Materials are susceptible to loss of quality ("Natural Degeneration"). For the purpose of reducing the risk of Natural Degeneration, Licensor shall deliver to the Escrow Agent a new copy of the Deposit Materials at least once every three (3) years.

2. OBLIGATIONS OF THE ESCROW AGENT

2.1 Deposit Materials

The Escrow Agent shall hold the Deposit Materials in accordance with the terms hereof. The Escrow Agent shall have no obligation to verify the completeness or accuracy of the Deposit Materials or to verify that any Additional Deposit is in fact a copy of prior Deposit Materials. Any number of escrow products may be stored in escrow for Licensee under the terms of this Agreement.

2.2 Duplication

The Escrow Agent may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement, provided that Licensee shall bear the expense of duplication. Alternatively, the Escrow Agent, by notice to Licensor, may reasonably require Licensor to promptly duplicate the Deposit Materials, at the expense of Licensee.

2.3 Notification of Deposits

The Escrow Agent shall, within ten (10) business days of receipt of any Deposit Materials, send notification to Licensor and Licensee that it has received from Licensor such Deposit Materials.

2.4 Delivery by the Escrow Agent to Licensee

The Escrow Agent shall provide overnight delivery of the Deposit Materials upon completion of a full business day, or a copy thereof, to Licensee only in the event that:

- (a) Licensor notifies the Escrow Agent to effect such delivery to Licensee at a specific address, the notification being accompanied by a check payable to the Escrow Agent in the amount of one hundred dollars (\$100.00); or
- (b) The Escrow Agent receives from Licensee each of the following:
 - (i) a written, notarized affidavit attesting that a Major Adverse Change, as defined in the Master Agreement, has occurred;
 - (ii) a written demand that the Deposit Materials be released and delivered to Licensee;
 - (iii) a written undertaking from Licensee that the Deposit Materials being supplied to Licensee will be used only as permitted under the terms of the Software License Agreement between Licensee and Licensor and Section 3.1 of this Agreement;
 - (iv) Specific instructions from Licensee as to where this is to be delivered; and
 - (v) an initial check, or credit card payment, to the Escrow Agent in the amount of one hundred dollars (\$100.00).
- (c) If the provisions of paragraph 2.4(a) are satisfied, the Escrow Agent shall, within five (5) business days after receipt of the notification and check specified in paragraph 2.4(a), deliver the Deposit Materials in accordance with the instructions provided by Licensor.
- (d) If the provisions of paragraph 2.4(b) are satisfied, the Escrow Agent shall provide overnight delivery, upon completion of a full business day, of the Deposit Materials in accordance with the applicable instructions provided by Licensee.

2.5 Delivery by the Escrow Agent to Licensor

The Escrow Agent shall release and deliver the Deposit Materials to Licensor upon termination of this Agreement in accordance with Section 7.2 hereof.

2.6 Permitted Reliance and Abstention

The Escrow Agent may rely and shall be fully protected in acting or refraining from acting upon any notice or other document believed by the Escrow Agent in good faith to be genuine and to have been signed or presented by the proper

person or entity. The Escrow Agent shall have no duties or responsibilities except those expressly set forth herein.

2.7 Independent Contractor

The Escrow Agent is an independent contractor, and is not an employee or agent of either Licensor or Licensee.

2.8 Confidentiality

The Escrow Agent will hold and release the Deposit Materials only in accordance with the terms and conditions hereof, and will maintain the confidentiality of the Deposit Materials.

2.9 Objections of Escrow Agent

It is further acknowledged that the Escrow Agent shall have no liability or responsibility to any person or entity for any Natural Degeneration.

3. OBLIGATIONS OF LICENSEE

3.1 Covenant of Confidentiality

Licensee agrees that all Deposited Materials are a trade secret of Licensor and that Licensee shall hold it in strict confidence regardless of whether the Deposited Materials have any Licensor proprietary or copyright legends, or whether identified as proprietary at the time of deposit or delivery to Licensee, or whether any written confirmation is sent after any oral disclosures about the Deposited Materials. Because of the highly sensitive proprietary and competitive impact nature of the Source Code, Licensee agrees that in addition to the requirements for Proprietary Information protection set forth above, Licensee shall: (a) limit access to the Source Code to individual employees of Licensee authorized for such access in writing by Licensee and provide to Licensor upon demand a list of such individuals; (b) maintain the Source Code in secure storage when it is not in immediate use; (c) not make or retain copies, abstracts or summaries of the Source Code, (except for back-up); and (d) not disclose the Source Code to any third parties without prior written consent of Licensor. Licensee shall record, investigate, and use its best efforts to stop all unauthorized attempts to gain access to the Source Code. Licensee shall promptly notify Licensor of any loss, theft, or unauthorized disclosure of the Source Code.

3.2 Modifications and Extensions

If the Source Code is released from escrow, Licensee may make Modifications or Extensions to the Software under the terms set forth in this Agreement. "Modification" means a change to the Software which changes the Source Code. "Extension" means an addition to the Software which does not require a Modification. In the event Licensee develops any Extension or Modification to the Software, Licensee shall have all rights, title, and interest in such Extension or

Modification subject to Licensor's rights in the Software. Licensee agrees, however, that such Modification or Extension will be used solely in connection with Licensee's (including its authorized affiliates as provided in the Software Site License) use of the Software, and that such Modification or Extension will not be marketed, licensed, or sublicensed, sold, assigned, or otherwise transferred or made available to any third party or other entity.

3.3 Fees

Licensee is responsible for payment of all fees as provided in Section 8 hereof.

4. INDEMNITY

Licensor and Licensee shall, jointly and severally, indemnify and hold harmless the Escrow Agent and each of its directors, officers, agents, employees and stockholders (the "Escrow Agent Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any the Escrow Agent Indemnitee in connection with this Agreement or the performance of the Escrow Agent or any the Escrow Agent Indemnitee hereunder.

5. DISPUTES

(a) Any disputes between the parties hereunder shall be resolved as provided in Section 10.1 (Arbitration) of the Master Agreement; provided that, in addition, the Escrow Agent may submit a matter to any court of competent jurisdiction in an interpleader or similar action other than a matter previously submitted to arbitration. Any and all costs incurred by the Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne by Licensee.

(b) The Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

6. TERM

The initial term of this Agreement shall be one (1) year, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one (1) year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder unless, on or before sixty (60) days prior to the end of the Initial Term or an Additional Term, as the case may be, Licensee or the Escrow Agent notifies the other parties that it wishes to terminate the Agreement at the end of such term or unless earlier terminates as provided in Section 8.2 hereof.

7. TERMINATION

7.1 By Licensee

In the event of termination of this Agreement by Licensee, Licensee shall pay all fees due the Escrow Agent and shall promptly notify Licensor that this Agreement has been terminated and that the Escrow Agent shall return to Licensor all copies of the Deposit Materials then in its possession.

7.2 By Escrow Agent

In the event of termination of this Agreement by the Escrow Agent, Licensor and Licensee shall jointly select a replacement escrow agent and shall enter into a new Software Escrow Agreement with such replacement escrow agent. As soon as practicable after execution of such new agreement and payment of any fees due it hereunder, the Escrow Agent shall deliver to the replacement escrow agent the Deposit Materials.

8. FEES

Licensee shall pay to the Escrow Agent the applicable fees in accordance with Exhibit A as compensation for the Escrow Agent's services under this Agreement. The fees for the Initial Term are due upon receipt of the signed contract or Deposit Materials, whichever comes first, and shall be paid in U.S. Dollars.

8.1 Payment

The Escrow Agent shall issue an invoice to Licensee following execution of this Agreement ("Initial Invoice"), on the commencement of any Additional Term hereunder, and in connection with the performance of any additional services hereunder. Payment is due upon receipt of invoice. All fees and charges are exclusive of, and Licensee is responsible for the payment of, all sales, use and like taxes. The Escrow Agent shall have no obligations under this Agreement until the Initial Invoice has been paid in full by Licensee.

8.2 Nonpayment

In the event of non-payment of any fees or charges invoiced by the Escrow Agent, the Escrow Agent shall give notice of non-payment of any fee due and payable hereunder to Licensee and, in such an event, Licensee shall have the right to pay the unpaid fee within ten (10) days after receipt of notice from the Escrow Agent. If Licensee fails to pay in full all fees due during such ten (10) day period, the Escrow Agent shall give notice of non-payment of any fee due and payable hereunder to Licensor and, in such event, Licensor shall have the right to pay the unpaid fee within ten (10) days of receipt of such notice from the Escrow Agent. Upon payment of the unpaid fee by either Licensor or Licensee, as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Failure to pay

the unpaid fee under this paragraph 8(b) by both Licensor and Licensee shall result in termination of this Agreement.

9. OWNERSHIP OF DEPOSIT MATERIALS

The parties recognize and acknowledge that ownership of the Deposit Materials shall remain with Licensor at all times, including after deliver to Licensee.

10. AVAILABLE VERIFICATION SERVICES

Upon receipt of a written request from Licensee, the Escrow Agent and Licensee may enter into a separate agreement pursuant to which the Escrow Agent will agree, upon certain terms and conditions, to inspect the Deposit Materials for the purpose of verifying its relevance, completeness, currency, accuracy and functionality ("Technical Verification Agreement"). Upon written request from Licensor, the Escrow Agent will issue to Licensor a copy of any written technical verification report rendered in connection with such engagement. If the Escrow Agent and Licensee enter into such Technical Verification Agreement, Licensor shall reasonably cooperate with the Escrow Agent by providing its facilities, computer systems, and technical and support personnel for technical verification whenever reasonably necessary. If requested by Licensee, Licensor shall permit one employee of Licensee to be present at Licensor's facility during any such verification of the Deposit Materials. All costs associated with Technical Verification will be paid for by Licensee.

11. MISCELLANEOUS.

11.1 Remedies

Except for intentional misrepresentation, gross negligence or intentional misconduct, the Escrow Agent shall not be liable to Licensor or to Licensee for any act, or failure to act, by the Escrow Agent in connection with this Agreement. Any liability of the Escrow Agent regardless of the cause shall be limited to the fees exchanged under this Agreement. The Escrow Agent will not be liable for special, indirect, incidental or consequential damages hereunder.

11.2 Amendments

This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.

11.3 Entire Agreement

This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein. All exhibits attached hereto are by this reference made a part of this Agreement and are incorporated herein.

11.4 Counterparts; Governing Law

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

11.5 Notices

All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by commercial overnight delivery service which provides for evidence of receipt, or mailed by certified mail, return receipt requested, postage prepaid. If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

11.6 Survival

Sections 3.1, 4, 5, 9 and 11.1 shall survive any termination of this Agreement.

11.7 No Waiver

No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(Signatures begin on the next page.)

ABILITI SOLUTIONS, INC. SOFTWARE ESCROW AGREEMENT

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

THE ESCROW AGENT:

FORT KNOX ESCROW SERVICES, INC.

Address for notices:

By: _____
Name: _____
Title: _____
Date: _____

2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: (800) 875-5669
Fax: (770) 239-9201
Email: info@fortknoxescrow.com

LICENSOR:

ABILITI SOLUTIONS, INC.

By: Ande Orl
Name: Gordon Quick
Title: Vice & CEO
Date: 07/16/01

Address for notices:

400 Chesterfield Center
Chesterfield, MO 63017
ATTN: President
Telephone: (636) 532-5300
Fax: (636) 532-4236

LICENSEE:

ALLEGIANCE TELECOM COMPANY WORLDWIDE

By: G. Clay Myers
Name: G. Clay Myers
Title: SVP - Finance
Date: 07/17/01

Address for notices:

9201 N. Central Expressway
Dallas, Texas 75231
ATTN: Legal
Telephone: (214) 853-7102
Fax: (214) 853-7110

EXHIBIT A**FEE SCHEDULE**

Fees to be paid by Licensee shall be as follows:

Initialization fee (one time only)	\$ 850
*Annual maintenance/storage fee	
• includes two Deposit Material updates	\$ 900
• includes one cubic foot of storage space	
* If any party is outside continental U.S. additional \$100	
Additional Updates (above two per year)	\$ 150
Additional Storage Space	\$ 150/cubic foot

Payable by Licensee:

Due Upon Licensee's Request for Release of Deposit Materials	\$100 for initial 2 hrs
--	-------------------------

A ten percent discount is credited towards the initialization fee for current The Escrow Agent clients. Fees due upon receipt of signed contract or Deposit Material, whichever comes first and shall be paid in U.S. Dollars. Thereafter, fees shall be subject to their current pricing, provided that such prices shall not increase by more than ten percent (10%) per year. An invoice for all renewal fees will be issued on the anniversary of the initial invoice.

ABILITY SOLUTIONS, INC. SOFTWARE ESCROW AGREEMENT

EXHIBIT B

NOTIFICATION OF DEPOSITS

Product Name: _____
Version #: _____

Prepared and Confirmed by: _____

Title: _____ Date: _____

Signature: _____

Type of deposit:

_____ Initial Deposit
_____ Update Deposit to replace current deposits
_____ Other (please describe) _____

Items Deposited:

Quantity	Media Type	Description of Material
A)		_____
B)		_____
C)		_____

(please copy page as necessary)

ABILITY SOLUTIONS, INC. PRESS RELEASE AUTHORIZATION

SCHEDULE F
ABILITY SOLUTIONS, INC.
PRESS RELEASE AUTHORIZATION

This Press Release Authorization (this "Authorization") is entered into as of the Effective Date between Ability Solutions, Inc. ("Licensor") and Allegiance Telecom Company Worldwide, a Delaware corporation ("Licensee"). This Authorization is an attachment and/or schedule to the Master Agreement between the parties, and is subject to all the terms and conditions of that the Master Agreement. Unless the context otherwise requires, all definitions used herein shall have the meaning ascribed in the Master Agreement.

1. AUTHORIZATION

Licensee hereby authorizes Licensor to include in press releases issued by Licensor any information related to the relationship and agreements between Licensee and Licensor (the "Information"); provided that Licensor will provide Licensee with a draft of any such press release and will obtain the prior, written approval of Licensee prior to any dissemination of the release. Licensee may approve or reject any press release containing the Information at any time for any reason. Licensor agrees not to disseminate any of the Information without the express written consent of Licensee. In no event shall "Information" include any information which is classified as Confidential Information pursuant to, or the use of which is otherwise specifically restricted under, any written agreement between Licensor and Licensee.

2. ACKNOWLEDGEMENT

By signing this authorization, Licensee acknowledges that Licensee is waiving any and all claims against Licensor for any use of the Information consistent with this authorization. Licensee also authorizes and acknowledges that, without notification to or consent of Licensee, from time to time Licensor may include in its business and marketing materials (other than press releases) the limited information of Licensee's name and the fact that Licensee is a reference account.

IN WITNESS WHEREOF, this Press Release Authorization has been executed by the authorized representatives of the parties hereto, effective as of the date below written.

Licensee's Name: ALLEGANCE TELECOM WORLDWIDE, INC.
By: [Signature]
Printed Name: G. CLAY TIMBERS
Title: SVP. FINANCE
Address: 9201 N. CENTRAL EXPRESSWAY
DALLAS, TX 75231
Date: 07/12/01

This Press Release Authorization is accepted as of the date above written by:

ABILITY SOLUTIONS, INC.
By: [Signature]
Printed Name: GORDON QUICKE
Title: Pres. CEO

SCHEDULE G
SERVICE LEVEL AGREEMENT
 between
ALLEGIANCE TELECOM COMPANY WORLDWIDE
 and
ABILITI SOLUTIONS, INC.

This Service Level Agreement (SLA), effective July 15, 2001, is executed by and between Allegiance Telecom Company Worldwide (ALGX) and Abiliti Solutions, Inc. (ASI).

1. PURPOSE.

The SLA delineates the roles and responsibilities between ALGX and ASI for ALGX daily reporting, bill processing and review.

2. SCOPE.

This SLA will foster an alliance between ALGX and ASI and establish an agreement which is customer focused and which provides billing services that fully support the requirements of a mutually agreed upon ALGX and ASI revenue assurance program. By working in concert with ALGX, ASI is committed to customer satisfaction (i.e. being accessible and responsive in providing accurate, timely, and quality bill statements and reports).

3. AGREEMENT.

The responsibilities of ALGX and ASI are to ensure the implementation of, adherence to, and dissemination of the provisions of this agreement.

4. ASI RESPONSIBILITIES.

(a) Manage and operate the Network Strategies customer billing database, related billing data interfaces, daily reporting, and invoice production.

(b) Manage the business relationship with a third party supplier for invoice fulfillment. If ALGX elects to establish their own relationship with any third party print fulfillment company, ASI will not be responsible for managing the performance of this vendor.

(c) Provide accessible and responsive customer support to the ALGX team that includes the following:

(i) ASI will provide twenty-four (24) hour a day, seven (7) days a week (24x7) bill processing. ASI will perform an internal revenue assurance review to ensure that the invoices created by ASI are accurate. Bill processing means that all billing jobs will be managed and monitored and escalation will take place immediately to the designated ALGX contact in case of billing job failure regardless of time or day that such failure is detected. If the need for after hours revenue assurance support is known in advance, ASI will ensure that a revenue assurance employee is scheduled to support ALGX.

(ii) ASI will provide 24x7 resolution to inquiries submitted to the Support Desk that are assigned as a Severity 1 issue during bill cycle review, and which require resolution and/or a response prior to ALGX's approving the bill cycle's invoices. Severity 1 issues do not include errors of data entry or omission by ALGX.

A Severity 1 issue is defined as any one of the following events:

- * All users are unable to access the online system
- * Production, operations, or development are proceeding but impacted to the extent that production and/or profitability will be severely impacted within several days
- * Usage processing or bill cycle issues are affecting invoice production or invoice approval
- * A problem that impacts billing production processes to a point where work cannot continue until the problem is resolved

(iii) ASI will promptly begin corrections to any ASI code causing errors and provide a time of resolution to ALGX. An ASI code causing error is defined as a mistake, problem, or defect caused by ASI's software that causes the system to not function, or function improperly.

(d) ASI will provide bill cycle reports to ALGX for cycle review within seventy-two (72) hours from the complete receipt of usage for each respective cycle, unless directed otherwise by ALGX. Bill cycle reports include the following: Account Register, Product Register, Tax Register, General Ledger Register, and Master Billing Summary Report.

(e) ASI will provide invoices to ALGX for cycle review within seventy-two (72) hours from the complete receipt of usage for each respective cycle, unless directed otherwise by ALGX. ASI will approve bill cycle invoices within 48 hours from the date the invoices are presented for review, unless the time frame includes a Saturday or Sunday, in which case the invoices will be approved within seventy-two (72) hours from the date the invoices are presented for review. If a bill cycle re-run is requested by ALGX due to ALGX business issues or errors, then ASI will approve the cycle within forty-eight (48) hours from the date the re-run invoices are presented for review. This measurement will be calculated on a three (3) month rolling average basis.

(f) If ASI is managing the business relationship with a third party supplier for invoice fulfillment, ASI will use its best effort to ensure that invoices are mailed to ALGX's customers within two (2) business days from the ALGX invoice approval date.

(g) ASI must obtain approval from ALGX at least seventy-two (72) hours in advance of implementing any new or revised software affecting current daily reporting or bill processing which have a direct impact on ALGX's business.

(h) ASI will perform daily usage processing, not to exceed a period of twenty-four (24) hours from the date of receipt of the usage file, for all ALGX customer calls unless otherwise directed by ALGX. Daily usage processing is defined as successfully processing each CDR through the following steps: parse, convert, rate, dup check, and taxing.

(i) ASI will supply ALGX with accurate, complete, and timely daily processing reports by 10:00 a.m. each business day. This includes the following reports and flat files:

- * Daily Reconciliation Report
- * Daily Mediation Report
- * Daily Rate Reject Report
- * Daily Conversion Reject Report
- * Daily Bad Cycle Report
- * Daily MOU Report
- * Daily IXC Report
- * Daily CDR DOW Report
- * Daily Production Report

(j) ASI will supply to ALGX by the fifth (5th) day of each month the completed bill cycle schedule for all bill cycles for the current month. This schedule will be used to schedule ALGX and ASI personnel support for bill cycle reviews. Any revisions to the initial schedule must be approved by ALGX.

(k) ASI will manage the NS production-billing server environment to obtain ninety-seven percent (97%) availability to be measured on a rolling three (3) month basis. The calculation will be based upon a twenty-four (24) hour day. Items excluded from the availability calculation are as follows (1) scheduled maintenance (upgrades, indexing of tables, disk allocations, CPU replacements, OS and application upgrades/installation of service packs, etc); (2) ATl client desktop, network and T-I issues; (4) force majeure events, power outages, etc.; and (5) events beyond ASI's reasonable control;

(l) ASI will measure and monitor all ALGX bill cycles for threshold limitations. ASI will provide ALGX with sixty (60) day advance written notice of any and all bill cycles which are approaching any threshold limitations along with the suggested course of action. This document should be very detailed and include all billing cycles, and threshold limitations per bill cycle.

5. ALGX RESPONSIBILITIES.

(a) ALGX will notify the ASI Support Desk immediately upon identifying an issue or potential issue with regard to the daily reporting or bill cycle review.

(b) ALGX will provide call records to ASI on a daily basis for processing and rating by midnight the following business day. The only exceptions to this would be related to scheduled maintenance or hardware failures.

(c) ALGX will approve bill cycle invoices within seventy-two (72) hours from the date the invoices are presented for review. If a bill cycle re-run is required, then ALGX will approve the cycle within seventy-two (72) hours from the date the re-run invoices are presented to ALGX for review. This seventy-two (72) hour rule will not apply should the delay in approval be a result of ALGX waiting on a response to an open trouble ticket submitted to the Support Desk that inhibits ALGX's ability to approve the cycle. The seventy-two (72) hour rule will also not apply if a delay is encountered due to a programming correction required to be made by ASI that is a result of an ASI error.

(d) ALGX will provide ASI accurate and timely updates to rate tables and rate center tables. Timely is defined as receipt of the new table 72 hours prior to its needed implementation date.

6. SLA PERFORMANCE MEASUREMENT.

(a) ASI will use reasonable effort to ensure the target performance metrics listed in section 4 are met or exceeded on a consistent basis. If, for three (3) consecutive months ASI fails to meet certain key expectations listed in section 4 within the targeted period, plus the remedy period, and the failures are caused solely by items within ASI's control, then penalties would apply to ASI in the form of a financial rebate to ALGX.

A performance failure is defined as three (3) consecutive months of ASI failure to provide the identified services no later than the expiration of the remedy period for a specific item and organization. The performance criteria for each item is as follows:

(Table begins on next page.)

ARLITT SOLUTIONS, INC. SERVICE LEVEL AGREEMENT

<i>Item</i>	<i>Targeted Performance</i>	<i>Remedy Period</i>	<i>Performance Penalty Applicability</i>
Bill processing	24 hours a day, seven days a week as scheduled	24 additional hours	No processing for > 24 hours
Revenue assurance	Normal business hours, unless scheduled in advance	24 additional hours	No processing for > 24 hours
Severity 1 issue resolution	24 hours a day, seven days a week	4 additional hours	No activity for > 4 hours
Bill cycle reports delivered to ALGX	72 hours from the complete receipt of usage for each respective cycle	24 additional hours	Greater than 96 hours
Invoices for cycle review delivered to ALGX	72 hours from the complete receipt of usage for each respective cycle	24 additional hours	Greater than 96 hours
ASI invoice approval	48 hours from the date the invoices are presented for review, unless the time frame includes a Saturday or Sunday, in which case the invoices will be approved within 72 hours	24 additional hours	Greater than 72 hours for normal business hours, 96 hours if a weekend day applies
Daily usage processing	24 hours from the receipt of the usage file	12 additional hours	Greater than 36 hours
Daily processing report delivery	10:00 a.m. each business day	Six additional hours	Later than 4:00 p.m.
Production server availability	97 percent uptime measured on a rolling three month basis. See section 4 (k) for availability calculation	95 - 97%	Less than 95%

(b) The financial rebate for a performance failure is a ten percent (10%) rebate off the monthly processing charges for the affected item/organization(s). ASI will process this as an invoice credit within thirty (30) days of the performance failure.

(Signatures begin on next page.)

ABILITY SOLUTIONS, INC. SERVICE LEVEL AGREEMENT

IN WITNESS THEROF, the undersigned have executed this Agreement, or have duly caused this Agreement to be duly executed on their behalf, as of the date first written above:

ABILITY SOLUTIONS, INC.

By: [Signature]
Name: GORDON QUICK
Title: Pres. CEO
Date: 07/16/01

Address for notices:

400 Chesterfield Center
Chesterfield, MO 63017
ATTN: President
Telephone: (636)532-5300
Fax: (636)532-4236

ALLEGIANCE TELECOM COMPANY WORLDWIDE

By: [Signature]
Name: G. Cary MYERS
Title: SVP - FINANCE
Date: 07/17/01

Address for notices:

9201 N. Central Expressway
Dallas, TX 75231
Telephone: _____
Fax: _____

EXHIBIT “B”

MEMORY TRANSMISSION REPORT

TIME : OCT-30-03 05:20PM
TEL NUMBER: 5619988080
NAME : DALEEN TECHNOLOGIES

FILE NUMBER : 177
DATE : OCT-30 05:19PM
TO : 914682599107
DOCUMENT PAGES : 01
START TIME : OCT-30 05:19PM
END TIME : OCT-30 05:20PM
SENT PAGES : 01

FILE NUMBER : 177

*** SUCCESSFUL TX NOTICE ***

October 30, 2003

Via Fax No. (469) 259-9107
& Federal Express

Mr. Clay Myers
Allegiance Telecom Company Worldwide
9201 N. Central Expressway
Dallas, Texas 75231

Re: Notice of Election not to renew BillingCentral Agreement

Dear Clay:

This letter is Daleen's Notice of Election Not to Renew under its current terms the BillingCentral Agreement, Schedule B-2 to the Master Agreement between Allegiance Telecom Company Worldwide and Daleen Solutions, Inc. dated June 1, 2001. Accordingly, on December 31, 2003, the Master Agreement and all Schedules will expire.

As we discussed earlier today, I would like to me with you as soon as possible to discuss appropriate terms for a new contract.

I look forward to meeting with you at your earliest convenience.

Sincerely,



Gordon Quick
President and CEO

EXHIBIT “C”

**allegiancetelecom, inc.**

9201 N. Central Expressway
Dallas, TX 75231
214/261-7100 phone

SENT VIA FACSIMILE

October 30, 2003

Mr. Gordon Quick
President and CEO
Daleen Solutions, Inc.
902 Clint Moore Road, Suite 230
Boca Raton, Florida 33487-2846

Dear Gordon,

This letter follows up on our telephone conversation of today. As we discussed, the Billing Central Renewal Agreement, effective May 1, 2001, is currently scheduled to renew in accordance with Section 1.1 of the Agreement. Our companies have enjoyed a long and mutually profitable relationship and we would like to continue that relationship beyond December 31, 2003 in accordance with the terms of the existing agreement.

Your letter, dated October 24, 2003, however, threatens that if Allegiance does not agree to amend the Agreement to add additional commitments by October 30, 2003, then Daleen will send a notice of intent not to renew. As we discussed over the telephone, the automatic stay imposed pursuant to Section 362 of the Bankruptcy Code prohibits Daleen from sending such a notice of intent to not renew. Indeed, Section 362(a) of the Bankruptcy Code provides that "a petition ... operates as a stay, applicable to all entities, of ... (3) any act ... to exercise control over property of the estate." Since the Agreement is considered vital property of Allegiance's estate, any action on Daleen's part to terminate or not renew the Agreement would violate the automatic stay of Section 362. *See, e.g., Granas v. American Family Mutual Insurance Company*, 38 B.R. 221; 1984 Bankr. LEXIS 6076 (Bankr. N.D. 1984). In addition, pursuant to Section 362(h) of the Bankruptcy Code, any willful violation of the automatic stay may require Daleen to reimburse Allegiance for all actual damages suffered by Allegiance as well subject Daleen to punitive damages. *See, e.g., In re Crysen/Montenay Energy Co.*, 902 F. 2d 1098 (2d Cir. 1990). Since Daleen clearly knows the importance of this Agreement to the estate and any damages flowing from an improper termination of the Agreement will be in the nature of unbilled revenues, Daleen's liability for violating the automatic stay would be substantial.

We look forward to working out a mutually acceptable solution.

Sincerely,


G. Clay Myers

MEMORY TRANSMISSION REPORT

TIME : OCT-30-03 05:20PM
TEL NUMBER1: 5619998080
NAME : DALEEN TECHNOLOGIES

FILE NUMBER : 177
DATE : OCT-30 05:19PM
TO : 914692599107
DOCUMENT PAGES : 01
START TIME : OCT 30 05:19PM
END TIME : OCT-30 05:20PM
SENT PAGES : 01

FILE NUMBER : 177

*** SUCCESSFUL TX NOTICE ***

October 30, 2003

Via Fax No. (469) 259-9107
& Federal Express

Mr. Clay Myers
Allegiance Telecom Company Worldwide
9201 N. Central Expressway
Dallas, Texas 75291

Re: Notice of Election not to renew BillingCentral Agreement


Dear Clay:

This letter is Daleen's Notice of Election Not to Renew under its current terms the BillingCentral Agreement, Schedule B-2 to the Master Agreement between Allegiance Telecom Company Worldwide and Daleen Solutions, Inc. dated June 1, 2001. Accordingly, on December 31, 2003, the Master Agreement and all Schedules will expire.

As we discussed earlier today, I would like to see with you as soon as possible to discuss appropriate terms for a new contract.

I look forward to meeting with you at your earliest convenience.

Sincerely,


Gordon Quinn
President and CEO