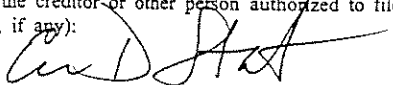


UNITED STATES BANKRUPTCY COURT <u>SOUTHERN</u> DISTRICT OF <u>NEW YORK</u>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>RCN CORPORATION</b>		Case Number <b>04-13638-rdd</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>Nortel Networks Inc.</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: <b>Eric Statman Lovells 900 Third Avenue, 16th Fl. New York, New York 10022</b> Telephone number: <b>212 909-0600</b>		
Account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____
<b>1. Basis for Claim</b> <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: right;">(date) (date)</div>		
<b>2. Date debt was incurred:</b> <b>12/15/03 - 6/26/04</b>		<b>3. If court judgment, date obtained:</b>
<b>4. Total Amount of Claim at Time Case Filed:</b> \$ <u>43,552.56</u> <div style="text-align: center;">(unsecured) (secured) (priority) (Total)</div> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		<b>7. Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
<b>6. Unsecured Nonpriority Claim</b> \$ <u>43,552.56</u> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		THIS SPACE IS FOR COURT USE ONLY
Date <b>July 28, 2004</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>Eric Statman, Attorney</b> 	

RCN - Pre-Petition Claim

Petition Date: 5/27/2004

Ch.11

P.O. Number	Invoice Number	Invoice Date	Due Date	Aging	Invoice Amount	Payments	Credit Memos	Amount Outstanding	Interest Charges: 1.5% per month	Total Claim	Description
93489	1027836	12/15/2003	1/14/2004	(131)	\$735.00	\$0.00	\$0.00	\$735.00	\$55.13	\$790.13	
047x99185	1039409	5/21/2004	6/20/2004	24	\$24,389.78	\$0.00	\$0.00	\$24,389.78	\$0.00	\$24,389.78	
047x99183	1039410	5/21/2004	6/20/2004	24	\$18,051.47	\$0.00	\$0.00	\$18,051.47	\$0.00	\$18,051.47	
047x99185	1039659	5/24/2004	6/23/2004	27	\$721.22	\$0.00	\$0.00	\$721.22	\$0.00	\$721.22	
047x99183	1039660	5/24/2004	6/23/2004	27	\$48.53	\$0.00	\$0.00	\$48.53	\$0.00	\$48.53	
510x93512	42210682	9/18/2003	N/A	-	(\$10,206.00)	\$0.00	\$0.00	(\$10,206.00)	\$0.00	(\$10,206.00)	Debit Memo
78357	50097656	1/31/2004	3/1/2004	(87)	\$9,337.26	\$0.00	\$0.00	\$9,337.26	\$420.18	\$9,757.44	
TOTAL											
					(20)	\$43,077.26	\$0.00	\$43,077.26	\$475.30	\$43,552.56	

## RCN CORPORATION

## PURCHASE ORDER

PURCHASE ORDER NO.	REVISION	PAGE
003X 93469	0	1 OF 2

SHIP TO  
RCN CORPORATION  
100 BALTIMORE DRIVE  
WILKES-BARRÉ, PA 18702  
United States

VENDOR  
NORTEL NETWORKS-  
2400 LAKESIDE BLVD  
RICHARDSON, TX 75082

BILL TO  
RCN CORPORATION  
CN5235  
PRINCETON, NJ 08540  
United States

CUSTOMER ACCT.	VENDOR ID.	DATE OF ORDER	BUYER	REVISED DATE	REVISED BY
	39045	31-JUL-03	KRAENZLIN, C		
PAYMENT TERMS	SHIP VIA		F.O.B.		
NET 30					
		REQUESTOR	CONFIRMING		
Freight Pr		SUDA, DANIEL			

LINE	ITEM NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	COST	EXTENSION	TAXES
------	-------------------------	---------------	----------	-----	------	-----------	-------

## Vendor Notes:

\*\*\*\*\*REQ# 213645\*\*\*\*\*  
1 EX-6530999 31-JUL-03 2,500 EACH 1 2,500.00 Y  
Your #: T&M charges- Chicago  
ELECTRONIC REPAIR &  
MAINT.: OTHER  
o SHIP TO:  
Address at top of page

2 EX-6530999 31-JUL-03 2,500 EACH 1 2,500.00 Y  
Your #: T&M Charges- 401NB  
ELECTRONIC REPAIR &  
MAINT.: OTHER

PURPOSE OF PO IS FOR ENGINEERING TECH CALLS  
HOURLY RATE \$300.00 - MIN 2 HOUR CHARGED  
M-F 5pm - 8am \$450.00 per hour  
Overtime Sunday/Nortel Holidays \$600.00 per hour

## RCN POINT OF CONTACT:

DAN SUDA - 570-270-1870  
ckc-7/31/03

o SHIP TO:  
Address at top of page

Total

\$5,000.00

## INSTRUCTIONS TO VENDOR

- Purchase Order number must appear on all packing lists and invoices.
- Submit invoices in triplicate.
- Written acknowledgement is only required if there is a discrepancy or change in the quantity, description or price, otherwise the vendor accepts the quantity, description, price and Terms and Conditions as set forth herein.
- Packing slips must be included with all shipments.

*Cynthia L. Curtis*  
BUYER

TEL #

PURCHASING AGENT

TEL #

ORDER ACCEPTED BY

# INVOICE



**Nortel Networks**  
 4001 E. Chapel Hill-Nelson Hwy  
 RTP, NC 27709-3010  
 USA

Contact: Lori Zavala  
 Tel: 972-685-9395  
 Fax: 972-684-3666  
 E-Mail: lzavala@nortelnetworks.com

Tax ID: 042486332

Invoice No.	1027836
Invoice Date	2003/12/15
Page	1 of 1

Customer Id 600098	Customer Purchase Order No. 93489	NN Sales Order No. 7000000882	Printed On 2004/06/03	Original Inv. No.	Clarify Contract ID 031119-58833-1	GEO Tax Code 3102120501
Line No.	Item Number	Description	Billing Start Date	Billing End Date	Qty	Extended Price

REF/CASE#: 031119-58833-1  
 CREATE DATE: 11/19/2003  
 CALLER: Jason Nealis  
 PHONE: 703-304-5511  
 \*\*\*\*\*

ALT SITE: 0000385868  
 2ND SITE:  
 PRC: Customer Attributable-Customer Assistance-Procedural  
 DESC: Altn 180e need help with upgrade.

000010	SV6000020	DATA/II REGULAR HRS TECH SPT 1.35 Hrs @ \$ 300-PROD:Alteon 180e - SN:			1	405.00
000020	SV6000020	DATA/II REGULAR HRS TECH SPT 0.616 Hrs @ \$ 300-PROD:Alteon 180e - SN:			1	185.00
000030	SV6000020	DATA/III REGULAR HRS TECH SPT 0.483 Hrs @ \$ 300-PROD:Alteon 180e - SN:			1	145.00
Subtotal for the Page:						735.00

<b>SHIP TO</b> 600098	<b>BILL TO</b> 600098
RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr Princeton, NJ 08540	RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr PRINCETON, NJ 08540 USA
Payment Terms: Payment due Net 30 Days from the invoice date. Past due amounts will incur interest at 1 % per month. Material cannot be returned without first obtaining authorization.	<p><b>Subtotal</b> 735.00</p> <p><b>Sales Tax:</b>                      0.00% State Tax                      0.00% County Tax                      0.00% City Tax                      0.00% District Tax</p> <p><b>Total Tax</b> 0.00</p>
<p><b>Total Due</b>                      \$USD \$735.00</p>	

**REMIT TO ADDRESS:**  
 Nortel Networks Inc.  
 3985 Collection Center Drive  
 CHICAGO, IL 60693  
 USA

RCN TELECOM SRVS, INC

PURCHASE ORDER

PURCHASE ORDER NO.	REVISION	PAGE
047X 99-85	0	1 OF 2

SHIP TO  
RCN TELECOM SRVS, INC  
100 BALTIMORE DRIVE  
WILKES-BARRE, PA 18702  
United States

VENDOR  
NORTEL NETWORKS-  
PO BOX 75523  
CHARLOTTE, NC 28275

BILL TO  
RCN TELECOM SRVS IL  
CN5239  
PRINCETON, NJ 08540  
United States

CUSTOMER ACCT.	VENDOR ID	DATE OF ORDER	BUYER	REVISED DATE	REVISED BY
	38045	13-MAY-04	FLAHERTY, M		
PAYMENT TERMS	SHIP VIA	F.O.B.	PORT OF ORIGIN	REQUESTOR	CONFIRMING
NET 30	Best Way				
				SAGA, DANIEL	

LINE	ITEM NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	COST	EXTENSION	TAXES
------	-------------	-------------	---------------	----------	-----	------	-----------	-------

Vendor Notes:

1	Quote FS# 13596v1r0 EX-6580999	13-MAY-04	23,890 EACH	1	23,890.00 Y			
Your #! Quote FS# 13596v1r0 MAINTENANCE CONTRACTS o SHIP TO: Address at top of page								

Total

\$23,890.00

INSTRUCTIONS TO VENDOR

- Purchase Order number must appear on all packing lists and invoices.
- Submit invoices in triplicate.
- Written acknowledgment is only required if there is a discrepancy or change in the quantity, description or price, otherwise the vendor accepts the quantity, description, price and Terms and Conditions set forth herein.
- Packing slips must be included with all shipments.

*Michael Flaherty*  
BY: \_\_\_\_\_

PURCHASING AGENT

ORDER ACCEPTED BY

MAY 12 2004 05:48

# INVOICE



Nortel Networks  
4001 E. Chapel Hill-Nelson Hwy  
RTP, NC 27709-3010  
USA

Contact: Lori Zavala  
Tel: 972-685-9395  
Fax: 972-684-3666  
E-Mail: lzavala@nortelnetworks.com

Tax ID: 042486332

Invoice No.	1039409
Invoice Date	2004/05/21
Page	1 of 1

Customer Id 600098	Customer Purchase Order No. 047X 99185	NN Sales Order No. C010481600	Printed On 2004/06/03	Original Inv. No.	Clarify Contract ID 104816	GEO Tax Code 3102120501
Line No.	Item Number	Description	Billing Start Date	Billing End Date	Qty	Extended Price
ACCOUNT SPECIALIST: Catalina Andrade PHONE: FAX:						
GR5323		Rep Svcs AE w Patch M S	2004/05/21	2005/05/20		19,765.53
GE5300		TECH SUPPORT SVC PACK	2004/05/21	2005/05/20		3,438.32
Subtotal for the Page:						23,203.85
SHIP TO 600098			BILL TO 600098			
RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr Princeton, NJ 08540			RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr PRINCETON, NJ 08540 USA			Subtotal 23,203.85  Sales Tax: 6.00% State Tax 0.00% County Tax 0.00% City Tax 0.00% District Tax  Total Tax 1,185.93
Payment Terms: Payment due Net 30 Days from the invoice date. Past due amounts will incur interest at 1% per month. Material cannot be returned without first obtaining authorization.			REMIT TO ADDRESS: Nortel Networks Inc. 3985 Collection Center Drive CHICAGO, IL 60693 USA			Total Due \$USD \$24,389.78

# INVOICE



**Nortel Networks**  
 4001 E. Chapel Hill-Nelson Hwy  
 RTP, NC 27709-3010  
 USA

Contact: Lori Zavala  
 Tel: 972-685-9395  
 Fax: 972-684-3666  
 E-Mail: lzavala@nortelnetworks.com

Tax ID: 042486332

Invoice No.	1039659
Invoice Date	2004/05/24
Page	1 of 1

Customer Id 600098	Customer Purchase Order No. 047X 99185	NN Sales Order No. C010481600	Printed On 2004/06/03	Original Inv. No.	Clarify Contract ID 104816	GEO Tax Code 3102120501
Line No.	Item Number	Description	Billing Start Date	Billing End Date	Qty	Extended Price

ACCOUNT SPECIALIST: Catalina Andrade  
 PHONE:  
 FAX:

GR5323	Rep Svcs AE w Patch M S	2005/05/21	2005/05/31			584.47
GE5300	TECH SUPPORT SVC PACK	2005/05/21	2005/05/31			101.68

Subtotal for the Page: 686.15

<b>SHIP TO 600098</b>	<b>BILL TO 600098</b>	
RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr Princeton, NJ 08540	RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr PRINCETON, NJ 08540 USA	Subtotal 686.15
		Sales Tax: 6.00% State Tax 0.00% County Tax 0.00% City Tax 0.00% District Tax 35.07 0.00 0.00 0.00
		Total Tax 35.07
Payment Terms: Payment due Net 30 Days from the invoice date. Past due amounts will incur interest at 1% per month. Material cannot be returned without first obtaining authorization.	<b>REMIT TO ADDRESS:</b> Nortel Networks Inc. 3985 Collection Center Drive CHICAGO, IL 60693 USA	<b>Total Due</b> \$USD \$721.22

## RCN TELECOM SRVS, INC

## PURCHASE ORDER

PURCHASE ORDER NO.	REVISION	PAGE
047X 00183	0	1 OF 2

RCN TELECOM SRVS, INC  
100 BALTIMORE DRIVE  
WILKES-BARRE, PA 18702  
United States

VENDOR  
NORTEL NETWORKS-  
PO BOX 75523  
CHARLOTTE, NC 28275

RCN TELECOM SERVICES IN  
105 CARNEGIE CENTER  
PRINCETON, NJ 08540  
United States

CUSTOMER ACCT.	VENDOR ID.	DATE OF ORDER	BUYER	REVISED DATE	REVISED BY			
	39046	11-MAY-04	FLAHERTY, M					
PAYMENT TERMS	SHIP VIA			F.O.B.				
NET 30	Best Way			POINT OF ORIGIN				
	REQUESTOR			CONFIRMING				
	SUDA, DANIEL							
LINE	ITEM NUMBER/DESCRIPTION		DELIVERY DATE	QUANTITY	UOM	COST	EXTENSION	TAXES
Vendor Notes:								

## Vendor Notes:

1 Renewal Quote Tracking Number: FS# 13596V1r1  
EX-6580989 13-MAY-04 18.100 EACH 1 18,100.00 Y  
Your #: Quote FS# 13596V1r0  
MAINTENANCE CONTRACTS  
o SHIP TO:  
Address at top of page

Total

\$18,100.00

## INSTRUCTIONS TO VENDOR

1. Purchase Order number must appear on all packing lists and invoices.
2. Submit invoices in triplicate.
3. Written acknowledgment is only required if there is a discrepancy or change in the quantity, description or price, otherwise the vendor accepts the quantity, description, price and Terms and Conditions as set forth herein.
4. Packing slips must be included with all shipments.

*Michael Flaherty*  
BUYER

PURCHASING AGENT

ORDER ACCEPTED BY

MAY 12 2004 09:40

\*\* TOTAL PAGE. 03 \*\*



# INVOICE

Nortel Networks  
4001 E. Chapel Hill-Nelson Hwy  
RTP, NC 27709-3010  
USA

Contact: Lori Zavala  
Tel: 972-685-9395  
Fax: 972-684-3666  
E-Mail: lzavala@nortelnetworks.com

Tax ID: 042486332



Invoice No.	1039410
Invoice Date	2004/05/21
Page	1 of 1

Customer Id 600098	Customer Purchase Order No. 047x 99183	NN Sales Order No. C010481900	Printed On 2004/06/03	Original Inv. No.	Clarify Contract ID 104819	GEO Tax Code 3102120501
Line No.	Item Number	Description	Billing Start Date	Billing End Date	Qty	Extended Price

ACCOUNT SPECIALIST: Catalina Andrade  
PHONE:  
FAX:

GE5320 Tech Supp w Patch Mgmt

2004/05/21 2005/05/20

18,051.47

Subtotal for the Page: 18,051.47

<b>SHIP TO</b> 600098	<b>BILL TO</b> 600098	Subtotal 18,051.47				
RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr Princeton, NJ 08540	RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr PRINCETON, NJ 08540 USA	Sales Tax: 0.00% State Tax 0.00 0.00% County Tax 0.00 0.00% City Tax 0.00 0.00% District Tax 0.00				
Payment Terms: Payment due Net 30 Days from the invoice date. Past due amounts will incur interest at 1% per month. Material cannot be returned without first obtaining authorization.		Total Tax 0.00				
<b>REMIT TO ADDRESS:</b> Nortel Networks Inc. 3985 Collection Center Drive CHICAGO, IL 60693 USA		<b>Total Due</b> \$USD \$18,051.47				

# INVOICE



Nortel Networks  
4001 E. Chapel Hill-Nelson Hwy  
RTP, NC 27709-3010  
USA

Contact: Lori Zavala  
Tel: 972-685-9395  
Fax: 972-684-3666  
E-Mail: lzavala@nortelnetworks.com

Tax ID: 042486332

Invoice No.	1039660
Invoice Date	2004/05/24
Page	1 of 1

Customer Id 600098	Customer Purchase Order No. 047x 99183	NN Sales Order No. C010481900	Printed On 2004/06/03	Original Inv. No.	Clarify Contract ID 104819	GEO Tax Code 3102120501
Line No.	Item Number	Description	Billing Start Date	Billing End Date	Qty	Extended Price

ACCOUNT SPECIALIST: Catalina Andrade  
PHONE:  
FAX:

GE5320

Tech Supp w Patch Mgmt

2005/05/21 2005/05/21

48.53

Subtotal for the Page: 48.53

<b>SHIP TO 600098</b>	<b>BILL TO 600098</b>	<b>Subtotal</b>	48.53
RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr Princeton, NJ 08540	RCN Corporation Javanet fka Resid. comm Svcs 105 Carnegie Ctr PRINCETON, NJ 08540 USA	<b>Sales Tax:</b>	0.00% State Tax 0.00% County Tax 0.00% City Tax 0.00% District Tax
		<b>Total Tax</b>	0.00
Payment Terms: Payment due Net 30 Days from the invoice date. Past due amounts will incur interest at 1% per month. Material cannot be returned without first obtaining authorization.	<b>REMIT TO ADDRESS:</b> Nortel Networks Inc. 3985 Collection Center Drive CHICAGO, IL 60693 USA	<b>Total Due</b>	\$48.53

# CREDIT REPRINT

Nortel Networks Inc.  
4001 E. Chapel Hill-Nelson Hwy  
P.O. Box 13010  
Research Triangle Pa, NC  
US  
27709-3010

For Inquiries: Lori Zavala  
Telephone: 972-685-9395 (ESN 445)  
Fax: 972-684-3666 (ESN 444)  
E-mail: lzavala@nortelnetworks.com



Invoice No.	42210682
Invoice Date	2003/09/18
Page	1 of 1

Customer Id 600098	Customer Purchase Order No. 510X93512	NT Sales Order No. 510314	NT Control No. XA4025	Original Inv. No. 40218719	Site Name 06-BILLING ORDER	Trans Type 240	Vertex GEO Code 1403105101					
Terms of Sale Delivered Duty Paid	NT Job No. 14500330291	CLLI Code	GEO Location									
Line No.	Item Number	Common Product Code (CPC)	Description	CLEI / Cust Part No.	Quantity Shipped	U/M	Noun	MFG	PCat	CPR	Unit Price	Extended Price
27.0	PRODUCT	PRODUCT CREDIT	MANAGEMENT INCENTIVE	N/A	-1	EA		NNTM Labor			10206.00	-10206.00
Sub Total for the Page: -10206.00												
S H I P TO RCN Corporation 2640 WEST BRADLEY PLACE CHICAGO, IL 60618 UNITED STATES		B I L L TO RCN Corporation CN5239 Princeton, NJ 08540 UNITED STATES		SubTotal Sales Tax -10,206.00								
Payment Terms: Payment due net thirty (30) days from invoice date. Past due amounts will incur interest at 1% per month. Material cannot be returned without first obtaining authorization.		REMIT TO ADDRESS: Nortel Networks, Inc. 3985 Collection Center Drive Chicago, IL 60693		Total Tax 0.00								
				Credit Amount \$US				\$-10,206.00				



## FACSIMILE COVER

Date: 3 JUNE 02  
To: LATRICE FERGUSON  
Fax Number: 972-685-8862  
From: DAVE BENNETT  
Re: P.O. # FOR RETURNS

Number of pages including cover 2

☐ Urgent☐ For Review☐ Please Comment☐ Please Reply☐ Message:

PLEASE LET ME KNOW IF THIS IS  
OKAY TO USE

THANKS,

DAVE BENNETT@RCN.NET

312-955-2369



RCN Corporation  
350 N. Orleans  
Suite 800  
Chicago, IL 60654

Phone: 312-455-2728  
Fax: 312-455-8218

June 3, 2002

Nortel Repair & Replacement  
400 N. Industrial  
Richardson, TX 75081

Subject: P.O. number for returns

Project ID: ED32

P.O. # 78357

Ship To: RCN

350 N. Orleans  
Suite 800  
Chicago, IL 60654  
Attn: Switch Operations

Bill To: RCN

350 N. Orleans  
Suite 800  
Chicago, IL 60654  
Attn: Switch Operations

Sincerely,

David Bennett  
Switch Operations

CR383688

# INVOICE

## REPRINT

Nortel Networks Inc.  
4001 E. Chapel Hill-Nelson Hwy  
P.O. Box 13010  
Research Triangle Pa, NC  
US  
27709-3010

For Inquiries: Lori Zavala  
Telephone: 972-685-9395 (ESN 445)  
Fax: 972-684-3666 (ESN 444)  
E-mail: lzavala@nortelnetworks.com



Invoice No.	50097656
Invoice Date	2004/01/31
Page	1 of 1

Customer Id 600098		Customer Purchase Order No. 78357		NT Sales Order No. 117698		NT Control No. R509117698		Original Inv. No. 0		Site Name RICK PERRY		Trans Type 230		Vertex GEO Code 1403105101	
Terms of Sale			NT Job No. 50900117206		CLLI Code		GEO Location								
Line No.	Item Number	Common Product Code (CPC)			Description		CLBI / Cust Part No.	Quantity Shipped	U/M	Noun	MFG	PCat	CPR	Unit Price	Extended Price
001	AR677736	NT7E02PC			OC-12 LR INTERFACE		N/A	1	EA		NNTM	Materia		3994.00	3994.00
002	AR677736	NT7E02PC			OC-12 LR INTERFACE		N/A	1	EA		NNTM	Materia		3994.00	3994.00
003	EMERGNC	EMERGNC			EMERGENCY SERVICE CHARGE		N/A	1	EA			Emerg		400.00	400.00
004	EMERGNC	EMERGNC			EMERGENCY SERVICE CHARGE		N/A	1	EA			Emerg		400.00	400.00
005	NONWARR	NONWARR					N/A	2	EA			Materia		0.00	0.00

This invoice covers waybill number(s): 609710545529

Sub Total for the Page: 8788.00

<b>S</b> RCN Corporation <b>H</b> 350 N. ORLEANS SUITE 600 <b>I</b> CHICAGO, IL 60654 <b>P</b> UNITED STATES <b>TO</b>		<b>B</b> RCN Corporation <b>I</b> 350 N. Orleans <b>L</b> Suite 600 <b>L</b> Chicago, IL 60654 <b>TO</b> UNITED STATES	SubTotal 8,788.00 Sales Tax 6.25 % State 549.26 Total Tax 549.26
Payment Terms: Payment due net thirty (30) days from invoice date. Past due amounts will incur interest at 1% per month. Material cannot be returned without first obtaining authorization.		REMIT TO Nortel Networks, Inc. ADDRESS: 3985 Collection Center Drive Chicago, IL 60693	<b>Total Due</b> <b>\$US</b> <b>\$9,337.26</b>

## PURCHASE AND LICENSE AGREEMENT BETWEEN NORTEL NETWORKS &amp; RCN TELECOM SERVICES

This Purchase and License Agreement ("Purchase and License Agreement") is between Nortel Networks Inc. ("Nortel Networks"), a Delaware corporation with offices located at 4010 E Chapel Hill Nelson Highway, Research Triangle Park, NC 27709 and RCN Telecom Services, Inc., a Pennsylvania corporation with offices located at 105 Carnegie Center, Princeton, New Jersey 08540 ("Customer") effective as of the date last signed (the "Effective Date"). Additional terms related to Customer's purchase or license of Products or Services may be added by written agreements ("Supplements") referencing the Purchase and License Agreement, collectively referred to as the "Agreement". The Services Supplement is attached hereto and incorporated by reference.

### 1. Contract Duration

This Agreement will be in effect for 14 months from the Effective Date, unless sooner terminated in accordance herewith.

### 2. Termination.

(a) Termination of Agreement - Customer may at any time terminate this Agreement by written notice to Nortel Networks. In such event, Customer's liability shall be limited to payment of the amount due for Products ordered by Customer up to and including the date of termination. Such payment shall constitute a full and complete discharge of Customer's obligations for Products ordered by Customer prior to the date of termination, but shall not relieve Customer of any prior financial obligations which may have arisen prior to the date of termination, or of any obligation intended to survive the expiration or termination of this Agreement. Any Orders outstanding as of the time the Agreement is terminated will continue in effect unless they are also terminated in accordance with paragraph (b) below.

(b) Termination of Orders - Customer may terminate any or all Orders placed by Customer under this Agreement thirty (30) days prior to the ship date without obligation to Nortel Networks. Customer may not terminate Orders within thirty (30) days of the ship date.

### 3. Delivery Intervals.

Customer shall specify the delivery date for Product and, if applicable, the job completion date for maintenance Services, on the Order. After Nortel Networks has acknowledged and accepted the Order, and if Nortel Networks exceeds the agreed to delivery or job completion date by fifteen (15) days, then in addition to all other rights and remedies, and without any liability or obligation of Customer, Customer shall have the right to: (a) cancel such Order, or (b) extend such delivery or job completion date to a later date. If Customer elects to extend such delivery or job completion date, Nortel Networks agrees to absorb the difference between the charges to ship normal transportation and the charges to ship premium overnight, if any.

Nortel Networks agrees not to deliver Products prior to the agreed upon delivery date without Customer's prior written authorization.

### 4. Definitions

- a) "Furnish-only" means Products that Customer installs.
- b) "Hardware" means a Nortel Networks machine or components.
- c) "Products" are any Hardware, Software or Third Party Vendor Items provided under this Agreement.
- d) "Services" means the activities to be undertaken by Nortel Networks pursuant to an Order, including, but not limited to, engineering, maintenance and installation, implementation, design, consulting, business planning, network planning and analysis.
- e) "Software" is owned or licensed by Nortel Networks, its parent or one of its subsidiaries or affiliates, and is copyrighted and licensed, not sold. Software consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings or pictures) and related licensed materials including all whole or partial copies.
- f) "Third Party Vendor Item" includes "Third Party Hardware" and "Third Party Software" and means any non-Nortel Networks hardware and/or software supplied to Customer under this Agreement.

### 5. Orders

Customer may acquire Products or Services by issuing a written purchase order signed by an authorized representative or, if Customer is enrolled in any then current Nortel Networks' electronic commerce program, by submitting electronic orders (collectively, "Orders"). All Orders shall reference this Agreement and specify the quantity, price, Nortel Networks quotation number, shipping and billing instructions, installation location, requested delivery dates, requested commencement date for Services, any statement of work, and any other special instructions. All Orders will be governed by and cannot alter the terms and conditions of this Agreement, except by mutual written agreement executed by duly authorized representatives amending this Agreement. Nortel Networks' written or electronic communication accepting the Order, shipment of Products or commencement of Services will be Nortel Networks' acceptance of Customer's Order.

### 6. Licensed Use of Software

Nortel Networks grants Customer a nonexclusive license to use a copy of the Software to the extent of the activation or authorized usage level. To the extent Software is furnished for use with designated Products or Customer furnished equipment ("CFE"), Customer is granted a nonexclusive license to use Software only on such Products or CFE, as applicable. Software contains trade secrets and Customer agrees to treat Software as Information. Customer will require that anyone who uses the Software does so only in compliance with the terms of this Agreement. Customer shall not a) use, copy, modify, transfer or distribute the Software except as expressly authorized; b) reverse assemble, reverse compile, reverse engineer or otherwise translate the Software; c) create derivative works or modifications unless expressly authorized; or d) sublicense, rent or lease the Software. Licensors of intellectual property to Nortel Networks are beneficiaries of this provision. Upon termination or breach of the license by Customer or in the event designated Product or CFE is no longer in use, Customer will promptly return the Software to

Nortel Networks or certify its destruction. Nortel Networks may audit by remote polling or other reasonable means, on ten (10) days prior written notice, during Customer's normal business hours, at the site where the Products and the books related to the Products reside, to determine Customer's Software activation or usage levels. With respect to Third Party Software, Customer agrees to abide by the terms provided by Nortel Networks with respect to any such software. Customer further agrees that the terms contained in any Nortel Networks or third party "shrink wrap" or "click" licenses shall govern the use of such software, except that such "shrink wrap" or "click" licenses shall not alter the warranties or infringement indemnities in this Purchase and License Agreement.

## 7. Charges and Payment

Amounts are due within 30 days of receipt of an invoice. In the event of non-payment, Nortel Networks may suspend performance, product shipments or otherwise terminate this Agreement, except to the extent that non-payment is due to a Customer's good faith dispute of a charge. Customer shall pay interest on any late payments of undisputed amounts at the rate of 18% per annum (1 1/4 % per month). Nortel Networks will inform Customer in advance whenever additional charges apply. Additional charges may apply for shipping, insurance and special handling. Charges for Software may be based on extent of use authorized as specified in a Supplement or invoice. Customer agrees to pay the charges applicable for any activation or usage beyond the authorized level. If any authority imposes a tax, duty, levy or fee, excluding those based on Nortel Networks' net income, upon a Product or Service supplied by Nortel Networks under this Agreement, Customer agrees to pay that amount as specified in the invoice, or supply exemption documentation. Customer is responsible for personal property taxes for each Product from the date of shipment by Nortel Networks. Customer consents without qualification to the sale of receivables, in whole or in part, including all or any part of any associated rights, remedies, and obligations, by Nortel Networks on thirty (30) days prior written notice and authorizes the disclosure of this Purchase and License Agreement and Supplements as necessary to facilitate such sale; provided that, before such disclosure, Nortel Networks will have a written agreement with such party sufficient to require that the party treat the Purchase and License Agreement and Supplements, if applicable, as Information had such party been a signatory to this Agreement.

## 8. Warranty

a) Nortel Networks warrants that Hardware i) is free from defects in materials and workmanship. ii) substantially conforms to Nortel Networks' published specifications in all material respects related to design and components and iii) performs in accordance with applicable Nortel Networks' published performance specifications in all material respects. If Hardware does not function as warranted during the warranty period, Nortel Networks will determine to either i) make it do so, or ii) replace it with equivalent Hardware.

b) Nortel Networks warrants that when Software is used in the specified operating environment it will conform to its published specifications. If Software does not function as warranted during the warranty period, Nortel Networks will provide a suitable fix or reasonable workaround or will replace the

Software provided Software is within one software release level of the then current Software.

c) Where applicable, Services will be performed in accordance with a mutually agreed upon statement of work. All Services will be performed in a professional and workmanlike manner. If Services are not performed as warranted and Nortel Networks is notified in writing by Customer within 60 days, Nortel Networks will re-perform the non-conforming Services.

d) The warranty period for Hardware and Software shall be the warranty period identified in this Agreement. In the event Nortel Networks determines that repair or replacement as set forth in this Section 8 cannot be made using commercially reasonable efforts, Nortel Networks will refund to Customer the price paid for the Product. In all events, Nortel shall either make the repair or replacement required under this warranty or provide Customer the refund described above.

e) No warranty is provided for i) supply items normally consumed during Product operation; ii) failures caused by non-Nortel Networks products; iii) failures caused by a Product's inability to operate in conjunction with other Customer hardware or software unless the combination is permissible in accordance with the specifications or iv) performance failures resulting from services not performed by Nortel Networks or Customer's failure to purchase all necessary Products under this Agreement. Warranty will be voided by misuse, accident, damage or modification, failure to maintain proper physical or operating environment or improper Customer maintenance. Software is not warranted to operate uninterrupted or error free. **THESE WARRANTIES AND LIMITATIONS ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

f) Nortel Networks provides Third Party Vendor Items on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, unless Nortel Networks specifies otherwise. However, such Third Party Vendor Items may carry their own warranties and Nortel Networks shall pass through to Customer any such warranties to the extent authorized.

## 9. Warranty Service

Nortel Networks provides certain types of warranty repair and exchange service, without charge. Nortel Networks will inform Customer of the types of warranty services available to Customer consistent with Nortel Networks standard practices and response times. Nortel Networks Technical Assistance Services ("TAS") are available for warranty repair during the warranty period at no charge only for specified Products. When Customer is required to return Hardware to Nortel Networks for warranty service, Customer agrees to ship it prepaid and suitably packaged to a location Nortel Networks designates. Nortel Networks will return the Hardware to Customer at Nortel Networks' expense. Nortel Networks is responsible for loss of, or damage to, Customer Hardware while it is a) in Nortel Networks' possession or b) in transit back to Customer. Any returned Hardware becomes Nortel Networks' property and, subject to Nortel Networks' receipt of the



exchanged Hardware, its replacement becomes the Customer's property. The replacement Hardware may not be new but will be in working order and equivalent to the item exchanged. The warranty period for any repaired or replaced Hardware shall be the greater of ninety (90) days from the date of repair or replacement or the remaining Hardware warranty period. Customer agrees to ensure that exchanged Hardware is free of any legal obligations or restrictions that prevent its exchange and represents that all returned items are genuine and unaltered. Where applicable, before Nortel Networks provides warranty services, Customer agrees to a) follow the problem determination, problem analysis, and warranty services request procedures that Nortel Networks provides; b) secure all programs and data contained in Hardware; and c) inform Nortel Networks of changes in the Hardware's location. Post warranty services may be available at Nortel Networks' then-current prices.

#### 10. Title and Risk of Loss

Title and risk of loss for ordered hardware shall pass from Nortel Networks to Customer upon delivery to the carrier. Until receipt of the applicable amounts due from Customer hereunder, Customer grants to Nortel Networks a continuing purchase money security interest in the Products sold and/or licensed under this Agreement and agrees to cooperate with Nortel Networks in the perfection of such interest, including, but not limited to executing any document required to perfect Nortel's security interest.

Customer authorizes Nortel Networks to file financing or continuation statements, including amendments thereto, relating to the Products without the signature of Customer where permitted by law. A copy of this Agreement shall be sufficient as a financing statement and may be filed as a financing statement.

#### 11. Implementation and Installation Services

Customer agrees to provide sufficient, free and safe access to Customer's facilities and a suitable physical environment meeting Nortel Networks' specified requirements to permit the timely installation of Products and/or performance of Services. Nortel Networks will perform its responsibilities in accordance with the standard Nortel Networks statement of work where applicable. Nortel Networks will successfully complete its standard installation and commissioning procedures before it considers Products installed. Nortel Networks may make alterations to any Product and Service as necessary to comply with specifications, changed safety standards or governmental regulations, to make a Product non-infringing with respect to any patent, copyright or other proprietary interest, or to otherwise improve a Product or Service. Customer is responsible for i) the results obtained from the use of Products and Services; ii) integration and interconnection with Customer's hardware and/or third party hardware and/or systems; and iii) installation of Furnish-only Products.

#### 12. Confidential Information

a) Confidential information ("Information") means i) Software and Third Party Software; and ii) all business, technical, marketing and financial information including Customer's future deployment plans and data that is clearly marked with a

restrictive legend of the disclosing party ("Discloser"). In no event shall a Nortel Networks representative share Customer specific information with a competing carrier.

b) The party receiving Information ("Recipient") will use the same care and discretion, but not less than reasonable care, to avoid disclosure, publication or dissemination of Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. The Recipient may disclose Information only to i) its employees and employees of its parent, subsidiary or affiliated companies who have a need to know for purposes of carrying out this Agreement; and ii) any other party with the Discloser's prior written consent. Before disclosure to any of the above parties, the Recipient will have a written agreement with such party sufficient to require that party to treat Information in accordance with this Agreement.

c) The Recipient may disclose Information to the extent required by law. However, the Recipient must give the Discloser prompt notice and make a reasonable effort to assist Discloser, at Discloser's expense, to obtain a protective order.

d) No obligation of confidentiality applies to any Information that the Recipient i) already possesses without obligation of confidentiality; ii) develops independently; or iii) rightfully receives without obligations of confidentiality from a third party. No obligation of confidentiality applies to any Information that is, or becomes, publicly available without breach of this Agreement.

e) The release of any advertising or other publicity relating to this Agreement requires the prior approval of both parties.

#### 13. Patents and Copyrights and Other Intellectual Property Rights.

If a third party claims that Nortel Networks Hardware or Software provided to Customer under this Agreement infringes that party's patent, copyright, trade secret, trademark or other intellectual property right, Nortel Networks will defend Customer against that claim at Nortel Networks' expense and pay all costs and damages that a court finally awards or are agreed in settlement, provided that Customer a) promptly notifies Nortel Networks in writing of the claim and b) allows Nortel Networks to control, and cooperates with Nortel Networks in, the defense and any related settlement negotiations. If such a claim is made or appears likely to be made, Nortel Networks agrees to secure the right for Customer to continue to use the Hardware or Software, or to modify it, or to replace it with one that is equivalent. If Nortel Networks determines that none of these alternatives is reasonably available, Customer agrees to return the Hardware or Software to Nortel Networks on Nortel Networks' written request. Nortel Networks will then give Customer a refund or credit at Customer's sole option, equal to Customer's net book value for the Hardware or Software provided Customer has followed generally-accepted accounting principles. Any such claims against the Customer or liability for infringement arising from use of the Hardware or Software following a request for return by Nortel Networks are the sole responsibility of Customer. This represents Nortel Networks' entire obligation to Customer regarding any claim of infringement. Nortel Networks has no obligation regarding any claim to the extent based on any of the following: a) anything Customer provides which is

incorporated into the Hardware or Software; b) custom or non-standard functionality provided by Nortel Networks at the instruction of Customer c) Customer's modification of Hardware or Software; d) the combination, operation, or use of Hardware or Software with other products not provided by Nortel Networks as a system, or the combination, operation, or use of Hardware or Software with any product, data, or apparatus that Nortel Networks did not provide; or e) infringement by a Third Party Vendor Item alone, as opposed to its combination with Products Nortel Networks provides to Customer as a system; provided, however that Nortel Networks, to the extent it has the right to do so, shall pass through to customer an indemnity relative to the infringement that the Third Party Vendor Item vendor provides to Nortel Networks.

#### 14. Limitation of Liability

In no event shall Nortel Networks or its agents or suppliers be liable to Customer for more than the amount of any actual direct damages up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges for the Product or Services that are the subject of the claim, regardless of the cause and whether arising in contract, tort (including negligence) or otherwise. This limitation will not apply to claims for damages for bodily injury (including death) and damage to real property and tangible personal property for which Nortel Networks is legally liable and payments as set forth in Section 13 Patents and Copyrights. IN NO EVENT SHALL NORTEL NETWORKS OR ITS AGENTS OR SUPPLIERS BE LIABLE FOR ANY OF THE FOLLOWING: a) DAMAGES BASED ON ANY THIRD PARTY CLAIM EXCEPT AS EXPRESSLY PROVIDED HEREIN AND IN SECTION 13; b) LOSS OF, OR DAMAGE TO, CUSTOMER'S RECORDS, FILES OR DATA; OR c) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF NORTEL NETWORKS IS INFORMED OF THEIR POSSIBILITY.

#### 15. Force Majeure.

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect. The party affected by the other's delay or inability to perform may elect to: (i) suspend this Agreement or an Order for the duration of the force majeure condition and (ii) at its option buy, sell, obtain or furnish elsewhere material or Services to be bought, sold, obtained or furnished under this Agreement or an Order (unless such sale or furnishing is prohibited under this Agreement) and deduct from any commitment the quantity bought, sold, obtained or furnished or for which commitments have been made elsewhere and (iii) once the force majeure

condition ceases, resume performance under this Agreement or an Order with an option in the affected party to extend the period of this Agreement or an Order up to the length of time the force majeure condition endured and/or (2) when the delay or nonperformance continues for a period of at least thirty (30) days, terminate, at no charge, this Agreement or an Order or the part of it relating to material not already shipped, or Services not already performed. Unless written notice is given within forty-five (45) days after the affected party is notified of the force majeure condition, (1) shall be deemed selected.

#### 16. General

a) Customer agrees not to assign, or otherwise transfer this Agreement or Customer's rights under it, or delegate Customer's obligations, without Nortel Networks' prior written consent, and any attempt to do so is void, except that Customer is permitted to assign the Purchase and License Agreement to its parent, a subsidiary or affiliate or any entity that acquires control of Customer by merger, purchase or operation of law without Nortel Networks' consent on reasonable prior written notice. Customer represents and warrants that it is buying Products and/or Services for its own internal use and not for resale. Customer agrees to comply with all applicable laws including all applicable export and import laws and regulations. Neither Customer nor Nortel Networks will bring a legal action under this Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill any obligations due to causes beyond its control. In the event that any provision of this Agreement or portions thereof are held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

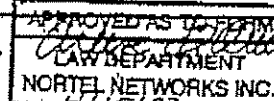
b) The terms and conditions of this Agreement, including any Supplement(s), form the complete and exclusive agreement between Customer and Nortel Networks and replace any prior oral or written proposals, correspondence or communications regarding the subject matter hereof. In the event of a conflict between this Purchase and License Agreement and a Supplement, the terms in any Supplement(s) prevail. Any changes to this Agreement must be made by mutual agreement in writing. All Customer's rights and all of Nortel Networks' obligations are valid only in the country in which the Products and Services were supplied; the laws of the State of New York govern this Agreement, exclusive of its conflict of laws provisions; and nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

#### CUSTOMER

By: Edwin Tel. Interv.  
Name: Edwin Tel. Interv.  
Title: VP - Supply Management  
Address: \_\_\_\_\_  
Tax ID Number: \_\_\_\_\_  
Date: 3/27/02

#### NORTEL NETWORKS INC.

By: Mike Bass  
Name: Mike Bass  
Title: VP - Supply Management  
Address: \_\_\_\_\_  
Date: 4/29/2002



The various Services that Customer may obtain from Nortel Networks, associated pricing, and the manner in which they will be provided are governed by this Services Supplement ("Supplement"). The terms and conditions provided in this Supplement will apply solely to the provision of Services.

#### 1. Definitions

- (a) "Deliverables" means all Materials and Software delivered to Customer pursuant to an Order, but specifically excluding Tools.
- (b) "Materials" means any and all designs, documentation and other work product prepared by Nortel Networks and delivered to Customer pursuant to an Order (and specifically excluding Software).
- (c) "Statement of Work" is a document, prepared by Nortel Networks, describing the scope of work, estimated schedule, prices, Deliverables, and other relevant terms specific to a Service, which may, from time to time, be mutually agreed to in writing by Customer and Nortel Networks. A Statement of Work shall be governed by the terms and conditions of, and constitute a part of, this Supplement.
- (d) "Services Descriptions" means Nortel Networks published specifications for certain Services in effect at the time Nortel Networks accepts an Order.
- (e) "Tools" mean any diagnostics, documentation, test equipment or other items used by Nortel Networks in the performance of the Services.

#### 2. Charges and Payment

Fees for Services may be based on a fixed price, time and materials, time and materials with deliverables or other commercial arrangement, as specified in an Order. Unless otherwise included as part of a fixed price, Customer will reimburse Nortel Networks for all reasonable out-of-pocket expenses incurred by Nortel Networks in performing the Services (including, without limitation, all reasonable travel, meal, lodging and mileage expenses). All fees for Services are subject to annual review and adjustment by Nortel Networks. Unless otherwise provided in a valid Nortel Networks quotation, proposal or Statement of Work, Nortel Networks shall invoice Customer one hundred percent of the price of the Services upon completion unless the Service continues beyond thirty days, in which case Nortel Networks shall invoice Customer at the end of each month for the Services performed in that month. Certain ongoing Services (for example maintenance and managed services) ordered by Customer may be invoiced in advance of the performance of such Services by Nortel Networks.

#### 3. Changes to Orders

The parties may, by mutual agreement, make changes to the scope of work, schedule, prices, deliverables or other substantive aspects of the Services ("Change"). The party asking for a Change shall describe in writing the details of the requested Change ("Change Order Request"). Nortel Networks shall provide in writing to Customer a summary of any and all adjustments to the charges and other changes resulting from the Change Order Request. In no event shall any Change be effective or acted upon in any way until such time as (i) an authorized representative of both parties has agreed to the terms

of the Change Order Request in writing and (ii) Nortel Networks receives an Order from Customer for any additional amounts resulting from the Change Order Request.

#### 4. Customer Responsibilities

Customer agrees to cooperate with Nortel Networks in the performance by Nortel Networks of the Services, including, without limitation, providing Nortel Networks with sufficient, free and timely access and availability as required by Nortel Networks to facilities, data, information and personnel of Customer; including the recovery by Nortel Networks of any Tools. Nortel Networks shall notify Customer in writing of its requirements before it accepts an Order. In addition, Customer shall be responsible for the accuracy and completeness of all data and information that it provides or causes to be provided to Nortel Networks. In the event that there are any delays by Customer in fulfilling its responsibilities as stated above, or there are errors or inaccuracies in the information provided, Nortel Networks shall be entitled to appropriate schedule and pricing adjustments. It is understood and agreed that the Services provided by Nortel Networks may include the advice and recommendations of Nortel Networks, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Customer.

#### 5. Personnel

Nortel Networks and Customer are each responsible for the supervision, direction, compensation and control of their own employees and subcontractors. Nortel Networks may subcontract any portion or all of the Services to subcontractors selected by Nortel Networks. Neither party shall knowingly solicit to hire employees of the other party with whom it had contact as a result of the performance of the Services for a period ending six months after completion of the Services. Neither party shall be precluded from conducting generalized searches for employees (and hiring those employees who respond to generalized searches) either through the use of search firms or advertisements in the media, provided that searches are not specifically targeted to employees providing Services.

#### 6. Patents and Copyrights

Nortel Networks will indemnify Customer against any third party claims that any Materials infringe such third party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Such indemnity will be in accordance with Section 13, Patents and Copyrights, as set forth in the Purchase and License Agreement. In the event Customer is required to return to Nortel Networks any Materials in accordance with that provision, Nortel Networks will give Customer a refund or credit, at Customer's sole option, equal to the amounts paid by Customer for the infringing Materials returned.

#### 7. Intellectual Property Rights

- (a) Nortel Networks, on behalf of itself and its subcontractors, reserves all proprietary rights in and to (i) all methodologies, designs, engineering details, and other data pertaining to the Services and the Materials delivered, (ii) all original works,

computer programs, updates developed in the course of providing the Service (except Customer's developed programs), (iii) discoveries, inventions, patents, know-how and techniques arising out of the Services and (iv) any and all products (including software and equipment) developed as a result of the Services. The performance by Nortel Networks of Services shall not be deemed work for hire.

(b) Nortel Networks grants to Customer a perpetual, non-exclusive, world-wide, paid up license to use, copy and modify the Materials produced by Nortel Networks and delivered to Customer in the performance of Services solely for Customer's internal business purposes.

(c) It is understood between the parties that Nortel Networks will employ its know-how, techniques, concepts, experience and expertise, as well as all other intellectual property, including that to which it reserves its rights hereunder, to perform services the same as or similar to the Services for others.

#### 8. Maintenance Services

Nortel Networks provides Product maintenance Services either at Customer's location or at a service center to keep Products in, or restore them to, conformance with published specifications.

(a) To be eligible for maintenance Services, the Products must be in good operating condition and at revision levels supported by Nortel Networks.

(b) Relocation of Products under maintenance Services may result in adjustments to the price and response times. Continued maintenance Services for such Products are subject to reasonable availability from Nortel Networks or an authorized maintenance service provider.

(c) The warranty service terms in Section 7 Warranty Service and exclusions in Section 8(e) of the Purchase and License Agreement shall also apply to post warranty Product maintenance Services.

#### 9. General

In the event of a conflict between this Supplement and any other documents attached hereto or referenced herein, the terms in this Supplement prevail.

#### 10. Pricing and Available Services

The Services to be provided and/or the applicable pricing shall be as set forth in (i) an accepted Nortel Networks' proposal, (ii) a Statement of Work or (iii) the Services Descriptions.

Products may be purchased only in countries where Nortel Networks makes these products available for purchase and use.

The following Hardware and Software items shall have the corresponding warranty periods:

Carrier Products	Hardware	Software
DMS, Optical Networks, AccessNode and Wireless product families	12 months from ship date	12 months from ship date
CVX, SS7 Gateway, UE-IMAS, Alteon and Shasta products	12 months from ship date	90 days from ship date
JungleMux	24 months from ship date	24 months from ship date
Carrier Data Products (Passport 15000 and Passport 8600)	90 days from ship date	15 months from latest release
All other product families not listed (unless specified otherwise in writing)	90 days from ship date	90 days from ship date

The following Products require an Enterprise Supplement to enable purchase.

Enterprise Products	Hardware	Software
Data Products (e.g., Access CN, Advanced Video, Backbone CN, Baystack, Business Communications Manager, Contivity, Instant Internet, Net ID, Passport LAN and WAN Solutions)	See current Enterprise Data Products Product Catalog	See current Enterprise Data Products Product Catalog
Portal Products	90 days from ship date	90 days from ship date

The discount structure for the purchase and license of Nortel Networks DMS equipment hereunder shall be as set forth below. The discount structure for all other Products purchased/licensed hereunder will be determined on a case by case basis unless the parties amend this Agreement otherwise.

DMS Product Purchase Level	Discount
\$0 - \$499,000	33%
\$500,000 - \$1,999,999	40%
\$2,000,000 +	50%

# NORTEL NETWORKS

## REVISED AND AMENDED PURCHASE AND LICENSE AGREEMENT No. CFW030402-1

THIS 2003 REVISED AND AMENDED PURCHASE AND LICENSE AGREEMENT, dated and effective as of the date last signed below (this "Revised and Amended PLA"), is between Nortel Networks Inc. ("Nortel Networks") and RCN Telecom Services, Inc. ("RCN"). Nortel Networks, together with RCN, shall be referred to collectively as the "Parties," and individually each as a "Party."

### WITNESSETH:

WHEREAS, the Parties hereto are parties to a certain Purchase and License Agreement effective April 29, 2002 and expired June 28, 2003 as set forth in Attachment 1 (the "PLA");

WHEREAS, the Parties wish to revise and amend the Purchase and License Agreement in accordance with the terms contained herein, so that those terms and conditions that previously governed the party's relationship will continue to govern the relationship, except for agreed modifications solely as stated herein, retroactive from the date that the PLA expired;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties do hereby agree as follows:

#### 1. Amendment and Restatement.

Effective retroactive to June 28, 2003, the PLA is hereby revised in its entirety (including any and all exhibits or supplements thereto) and is hereby amended as stated below.

#### 2. Section 1 "Contract Duration"

Delete the existing Section 1 Contract Duration in its entirety and replace it with the following:

##### "1. Contract Duration

This Agreement shall commence on the last date signed below ("Effective Date") and shall continue for fourteen (14) months until June 28, 2003 ("Original Term"). Thereafter, on each annual anniversary following June 28, 2003, this Agreement shall automatically renew for one (1) year term, unless either party provides the other party with written notice of its intent not to renew at least sixty (60) days prior to the end of the original term or any renewal term (collectively, the "Term")."

#### 3. Contract Section 16 "General"

Delete the first sentence of Section 16 related to assignment and replace it with the following:

"16.a Customer agrees not to assign, or otherwise transfer this Agreement or Customer's rights under it, or delegate Customer's obligations, without Nortel Networks' prior written consent, and any attempt to do so is void, except that Customer is permitted to assign the Purchase and License Agreement in its entirety to its parent, a majority owned subsidiary or fifty percent or greater owned affiliate (collectively, "Family"), or any entity that acquires control of Customer by merger, purchase or operation of law, without Nortel Networks' consent on reasonable prior written notice, subject to the assignee

meeting Nortel Networks' credit approval and agreeing in writing with Nortel Networks to be bound by the terms and conditions of the Agreement as if it were an original party thereto. The Software license provided by this Agreement in any assignment shall become effective upon payment by the assignee of mutually agreed upon fees for Nortel Networks' transferring records, and, except assignments to Family, certifying the network assets and relicensing the Software.

Except as provided in this Revised and Amended PLA, the Agreement, as amended hereto, including the Services Supplement, remains unchanged and in full force and effect. The terms and conditions of this Revised and Amended PLA and its Supplements form the complete and exclusive agreement between RCN and Nortel Networks and replace any prior oral or written proposals, correspondence or communications regarding the subject matter hereof. Any changes to this Revised and Amended PLA must be made by mutual agreement in writing. This Revised and Amended PLA shall be governed by and construed according to the laws of the State of New York, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have caused this Amendment 1 and Revival Agreement to be duly executed and delivered as of the date first written above.

#### FOR NORTEL NETWORKS INC.

BY: 

PRINTED  
NAME:

DAN MONDOR

TITLE:

SR. Vice President Mso/cable/cos

DATE:

7/25/03

#### FOR RCN TELECOM SERVICES, INC.

BY: 

PRINTED  
NAME:

Michael J. Ansel

TITLE:

Chief Network Officer

DATE:

7/25/03