



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

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| RFQ NUMBER |
| ISCK0009 |

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| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| KRISTA FERRELL 304-558-2596 |

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 PAETEC Software Corp.
 295 Woodcliff Dr.
 Fairport, NY 14450

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
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| 08/05/2009 | | | | |

BID OPENING DATE: 10/06/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | LS | | 725-84 | | |
| <p>REQUEST FOR PROPOSAL FOR TELECOMMUNICATIONS FOR WV</p> <p>REQUEST FOR PROPOSAL (RFP)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING PROPOSALS TO PROVIDE THE AGENCY WITH A TELECOMMUNICATIONS BILL MANAGEMENT SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 09/10/2009 AT 1:00 PM. VENDORS MAY ATTEND IN PERSON AT THE AGENCY'S LOCATION AT ONE DAVIS SQUARE IN CHARLESTON, WEST VIRGINIA OR VIA CONFERENCE CALL. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>CONFERENCE CALL PARTICIPANTS MAY CALL 304-558-6338 MEETING ID: 2202, MEETING PASSWORD: 8108 AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. VENDORS PARTICIPATING VIA CONFERENCE CALL WILL BE FAXED A COPY OF THE SIGN IN SHEET DURING THE CALL FOR SIGNATURE AND RETURN.</p> <p>THE SIGN IN SHEET WILL SERVE AS THE OFFICIAL OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR</p> | | | | | | |

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 WV PURCHASING DIVISION

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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| <p>PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET. VENDORS PARTICIPATING VIA CONFERENCE CALL SHOULD DIAL IN PRIOR TO THE BEGINNING OF THE MEETING TO ALLOW TIME FOR CONNECTION TO THE MEETING. THE SIGN IN REQUIREMENTS LISTED ABOVE ALSO APPLY TO VENDORS ATTENDING VIA CONFERENCE CALL. THE STATE OF WEST VIRGINIA ASSUMES NO LIABILITY FOR FAILED CALLS OR ANY OTHER TECHNICAL DIFFICULTY RESULTING FROM MEETING PARTICIPATION VIA CONFERENCE CALL.</p> <p>TECHNICAL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/15/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER</p> | | | | | | |

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|--|----------|-----|----------|-------------|------------|--------|
| <p>THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A PROPOSAL TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>ALL QUESTIONS RESULTING FROM THE PRE-BID MEETING MUST BE SUBMITTED IN ACCORDANCE WITH THE ABOVE PROVISIONS. NO VERBAL REPRESENTATIONS ARE BINDING UNTIL SUCH TIME AS THEY ARE ISSUED BY FORMAL WRITTEN ADDENDUM TO THIS SOLICITATION.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1 ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> | | | | | | |

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|---|----------|-----|--------|-------------|------------|--------|
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE PAETEC Software Corp..... COMPANY 9-30-09..... DATE</p> <p>REV. 11/96</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED AND TERM OF CONTRACT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 3.4 AND 3.5 OF THE ATTACHED SPECIFICATIONS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> | | | | | | |

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|---|----------|-----|--------|-------------|------------|--------|
| <p>NOTICE</p> <p>A SIGNED PROPOSAL MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>COST PROPOSAL SHOULD BE SEALED IN A SEPARATE ENVELOPE AND CLEARLY MARKED.</p> <p>THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE MAY NOT BE PROPOASL MAY NOT BE CONSIDERED.</p> <p>SEALED PROPOSAL</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFP. NO.: ISCK0009</p> <p>TECHNICAL PROPOSAL OPENING DATE: 10/06/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>COST PROPOSALS FOR ALL VENDORS MEETING THE MINIMUM ACCEPTABLE SCORE WILL BE OPENED UPON THE COMPLETION OF THE EVALUATION OF THE TECHNICAL PROPOSALS. VENDORS SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP WILL BE NOTIFIED OF THE DATE/TIME OF THE COST OPENING.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p> | | | | | | |

585-340-2910

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| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | Larry Seifert 330-759-4682 Product Solutions Consultant | |
| ***** THIS IS THE END OF RFQ ISCK0009 ***** TOTAL: | | | | | | _____ |

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PINNACLE Service Lifecycle Management

EXECUTIVE SUMMARY

October 6, 2009

State of West Virginia – RFP ISCK0009
Telecommunications Bill Management System
Krista Ferrell

Dear Ms. Ferrell:

PAETEC is pleased to present the following response to RFP ISCK0009 for empowering The State of West Virginia with the integrated capabilities of the PINNACLE Communications Management Suite and professional consulting services. PINNACLE provides an integrated suite of functions that will specifically address the needs, challenges and requirements clearly defined by the State in this RFP. PINNACLE will help your organization overcome the challenges of managing data currently maintained in different systems and provide you comprehensive real time intelligence about your organization.

This response has been composed using information that we have gathered from our onsite meetings, conference calls, as well as reviewing your requirements within the RFP. Based on all the information learned and shared, I am confident as you review our responses that the PINNACLE Communications Management Suite will exceed all of the State's requirements within the RFP currently as well as the ability to scale to meet your future business requirements.

Our structured implementation process is designed to help you realize the benefits of using PINNACLE in a progressive and timely manner. We partner with you to optimize the way you model your business and collaborate to develop a highly effective workflow process that helps you maximize your investment in PINNACLE. Furthermore, our PAETEC professional consultants possess certifications in industry ITIL and TEM accepted best practices to help you gain the most from our consulting and training services.

Simply stated, PINNACLE provides the opportunity for realizing hard-dollar savings and improving customer satisfaction through centralized management. Our history of helping over 200 licensed enterprises and ongoing partnerships with over a 100 more Hosted and Managed Service customers achieve success with PINNACLE is testament to our commitment to supporting your organization every step of the way. We look forward to creating a mutually beneficial and lasting relationship with the State of West Virginia.

Kindest Regards,

Larry Seifert
Solutions Consultant, PAETEC Software Corp
PINNACLE
330-759-4682
larry.seifert@paetec.com

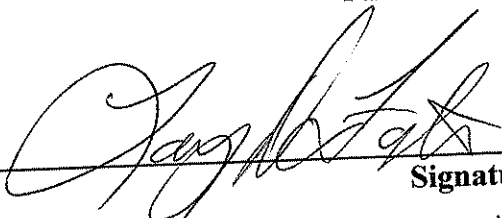
**Telecommunications Bill Management System
RFQ ISCK0009**

State of West Virginia

Prepared by
Larry Seifert
Product Solutions Consultant
Phone: 330-759-4682
larry.seifert@paetec.com

PAETEC Software Corp.
295 Woodcliff Dr., Suite 225
Fairport, NY 14450

Phone: 585-340-2900
Fax: 585-340-2910



Signature
VP Technology Operations 9-30-09

Title and Date

NOTICE

This information is intended solely for the use of the customer in evaluating PAETEC Software Corp. and is to be viewed as:

"CONFIDENTIAL INFORMATION"

Copies of this proposal may be made for the convenience of the customer personnel directly involved in evaluating the material. This proposal and any such copies must not be otherwise disseminated in any form and must be returned to PAETEC Software Corp. upon request.



PAETEC

Telecommunications Bill
Management System

State of West Virginia

October 6, 2009

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 3. Section 3 - Appendix E
 4. Section 4 - Resumes
 5. Section 5 - Purchasing Affidavit
 6. Section 6 - Section 4.5.1 - pages 1-3
 7. Sample Implementation Plan - pages 1-5
 8. Customer Care Guide - pages 1-22
 9. Sample License and Maintenance Agreements
 10. Exceptions

APPENDIX A - TECHNICAL PROPOSAL
(Specifications 3.1 - 3.5)

| Section Reference | Vendor's Acknowledgement of Compliance |
|--|--|
| 3.1 General Requirements | N/A |
| 3.2 Scope of Work | N/A |
| 3.2.1 Overall System Requirements | PAETEC Complies |
| 3.2.1.1 | PAETEC Complies |
| 3.2.1.2 | PAETEC Complies |
| 3.2.1.3 | PAETEC Complies |
| 3.2.1.4 | PAETEC Complies |
| 3.2.1.5 | PAETEC Complies |
| 3.2.1.6 | PAETEC Complies |
| 3.2.1.7 | N/A |
| 3.2.2 Sourcing Component Requirements | PAETEC Complies |
| 3.2.2.1 | PAETEC Complies |
| 3.2.2.2 | N/A |
| 3.2.3 Cost Allocation Component Requirements | PAETEC Complies |
| 3.2.3.1 | PAETEC Complies |
| 3.2.3.2 | PAETEC Complies |
| 3.2.3.3 | N/A |
| 3.2.4 Invoice Management Component Requirements | PAETEC Complies |
| 3.2.4.1 | PAETEC Complies |
| 3.2.4.2 | N/A |
| 3.2.5 Reporting and Data Analysis Component Req. | PAETEC Complies |
| 3.2.5.1 | N/A |
| 3.2.6 Installation, Implementation & Training Com. Rq. | PAETEC Complies |
| 3.2.6.1 | PAETEC Complies |
| 3.2.6.2 | N/A |
| 3.2.7 Service and Support | PAETEC Complies |
| 3.2.7.1 | PAETEC Complies |
| 3.2.7.2 | N/A |
| 3.2.8 Vendor Qualifications | PAETEC Complies |
| 3.2.8.1 | PAETEC Complies |
| 3.2.9 Project Management | PAETEC Complies |
| 3.2.9.1 | PAETEC Complies |
| 3.2.9.2 | PAETEC Complies |
| 3.2.9.3 | N/A |
| 3.2.10 System Acceptance | PAETEC Complies |
| 3.2.10.1 | N/A |
| 3.3 Special Terms and Conditions | PAETEC Complies |
| 3.3.1 Insurance Requirements | PAETEC Complies |
| 3.3.2 License Requirements | PAETEC Complies |
| 3.4 Notice to Proceed | PAETEC Complies |
| 3.5 Renewals | |
| | |
| | |

4.2.1 EVALUATION BASED SPECIFICATIONS

4.2.1.1 System Requirements

4.2.1.1.1 System Requirements

Please describe your methodology for handling multiple users accessing the same record concurrently. This should include but not be limited to: concurrent user limitations, impact on system degradation, etc. Please describe the systems ability to integrate with the existing Microsoft Active Directory LDAP for the purposes of user account creations and provisioning. **For response purposes, assume 500 external users with an estimated 50 to 75 concurrent users.**

PAETEC Response: The PINNACLE application will support as many client users as necessary for the purposes of both system data updates, as well as end user interaction. Built on an Oracle framework, the PINNACLE application is very scalable to maximize performance for large sites such as the State of West Virginia.

4.2.1.1.2 Please describe your backup and restore procedures.

PAETEC Response: There are several options to automating the backup activities of the Oracle database. Oracle supplies a number of standard utilities and capabilities for taking physical backups of your database. The most popular standard Oracle utility, Recovery Manager, (RMAN), provides the ability to execute both incremental online (hot) backup and, an offline backup (cold). Oracle also provides a standard export and import utility to quickly backup and transfer the entire database to a different platform. There is also a wide array of optional third party backup utilities such as EMC, Veritas, Legato and other industrial strength utility vendors.

The time required to perform backup and archival operations is highly dependent not only on hardware, but also the size of the database and the exact type of function being performed. For example, a full system export of a large database may take over an hour when scheduled to run overnight, during off-peak hours. However, an offline/cold backup of physical files in the OS may take only a few minutes. Other types of backup and archival operations may function in tandem with regular day-to-day operations, without interruption. PAETEC can provide more specific benchmarks based on the type of backup activities that are selected.

4.2.1.1.3 Please provide hardware requirements for all components of your proposed system, including polling, reporting, transaction processing, and archiving.

PAETEC Response: The PINNACLE application is designed to exclusively utilize the Oracle database allowing us to take full advantage of the Oracle development tools, performance and scalability.

PINNACLE is platform independent and therefore can be configured on any platform that supports Oracle such as: Windows NT, 2000, 2003 Server, SUN Solaris, RedHat LINUX, IBM AIX, and Hewlett Packard HP-UX. Please see attached Server Specifications document for Server Details.

The PINNACLE solution is completely web based and will operate on any system that has a WWW3 compliant web browser including Microsoft Internet Explorer, Mozilla, Netscape and Safari.

PINNACLE Service Lifecycle Management

4.2.1.2 Sourcing Component

4.2.1.2.1 The system should be able to capture and/or retrieve call records from different PBX's and call accounting systems to facilitate the management of the services and serve as a data source for generating invoices and accommodate new switches and/or upgrades to VoIP systems. Please describe the methods offered by the vendor to accomplish this specification.

PAETEC Response: The PINNACLE system is very flexible in that it is configurable to receive raw call detail records from many different sources or file formats. The PINNACLE system is live and processing call records at over two hundred organizations that use a wide variety of equipment from different manufacturers, including Cisco, Avaya, Mitel, Nortel, NEC, and Siemens switches. We also have many processing data from different VOIP environments.

It is very common for our customers to have multiple switches configured in a networked manner. The polling devices are typically configured so that calls are 'ftp-pushed' from the polling device to the PINNACLE server. In cases where a TCP/IP networks connection is not possible, PINNACLE will 'poll' or dial into the polling device to download the call records.

4.2.1.2.2 The Agency should have the capability to edit or delete billing information after it is entered into the database or imported from other resources. Please describe any limitations, if any, the vendor's system may have regarding this specification.

PAETEC Response: The PINNACLE application can edit or delete billing information based on the State of West Virginia's business needs.

4.2.1.2.3 The system should allow the data to be run in "evaluation" mode based on Agency-defined parameters without committing records to the database.

PAETEC Response: The PINNACLE has the capability of evaluating certain types of data without committing it to the database.

4.2.1.2.4 The vendor should describe the tariffs provided with the system and the method for updating same. These tariffs should be ones that would apply to the State of West Virginia. The system should have the ability to calculate tax by type of call and by type of account and accommodate multiple types of tariffs/taxes by call and/or account. The vendor should provide the name of the provider of the tariff changes. Any vendor eligible for an oral presentation will show the Agency how these tariffs are applied, blocked, etc. and how a complete listing can be obtained from their system.

PAETEC Response: Categorization of records by traffic type is easily facilitated and costing setup is configured easily within PINNACLE. Standard import routines are available and also available directly within PINNACLE. PINNACLE allows a tremendous amount of flexibility to configure exactly the methodology required to rate data that the State would be interested on reporting information within the organization.

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4.2.1.2.5 Vendor files take on many different formats and arrive on many different media (please refer to Section 2.2 Current Environment). It is important to have a method for loading vendor information into the proposed system. The vendor should describe their ability for migrating the current vendor files into the system and describe the vendor's ability to migrate data when a new source data is required.

PAETEC Response: The PINNACLE application supports the capture and storing of telecommunication data in a central repository. The system can support virtually any vendor, but the most common one's PINNACLE customers interact with are Verizon, PAETEC, SBC, PACBell, Sprint, Quest, AT&T, Cingular, BellSouth, and Nextel. PINNACLE application has the ability to accept a variety of electronic data for import including spreadsheet, Access database, CD, FTP, Magtape, EDI, CDR/SMDR, VZ450, etc.

4.2.1.3 Inventory Component

4.2.1.3.1 The vendor should describe the system's ability to track and inventory the state's telecommunications connectivity inventory items. These connectivity items were described under section 2.2 background.

PAETEC Response: The PINNACLE application will allow the State to track and manage all extensions as required via the PINNACLE Service Number Management functionality. The Unlimited service types can be defined in PINNACLE to track and bill for any service. PINNACLE supports billing for any type of service provisioned to your customer base. Some example of the types of services being billed through the PINNACLE system at our large customers:

- Course Fees
- Real Estate
- Internet Domain Names
- Equipment
- Facilities Space
- Backup and Recovery
- Printing
- Programming and Consulting
- Network & Desktop Contracts
- Network Staff Time & Materials
- Data Center Utilization
- Modem Pool Usage
- Software Sales
- Cable TV
- Calling Card
- DSL
- Vendor Carrier File
- Cellular
- Circuits
- Streaming Media
- Interconnects
- Network and Data Ports
- PBN/Authorization codes
- Pager
- Service Level Agreements
- Toll free 8NN
- Campus Card Badging

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4.2.1.4 Cost Allocation

4.2.1.4.1 The system should allow for user-defined parameters for discarding unwanted calls or be able to recycle a rejected call until the system can match the call to the appropriate billing entity. The vendor should describe any limitations, processes, etc. associated with this specification.

PAETEC Response: The PINNACLE application allows the State to define via the user interface which records to keep and which to discard including: incoming, station-to-station, local, and 800.

4.2.1.4.2 The system should be capable of processing call records as soon as they are received from the polling devices and/or switches. This information should be immediately available to back office personnel as well as end users via the web-based system.

PAETEC Response: This is a standard feature within the PINNACLE application.

4.2.1.4.3 The system should define local calling zones for multiple sites and customer groups. It should be capable of identifying changes in local calling areas relative to LEE's addition, elimination or change over in area codes and exchanges.

PAETEC Response: PINNACLE will enable the State to configure rates for local, long distance, and international calls utilizing PINNACLE's graphical user interface. PINNACLE provides the ability to build competitive rate offerings with different rates for different groups, customers, etc. PINNACLE is very flexible all the way down to the customer level, allowing different rate plans for different services (one for the authorization code, one for voice, one for VOIP, etc.) PINNACLE can also define local calling zones for a specific group of subscribers.

4.2.1.4.4 The system should be able to charge back from multiple vendor services, including cellular, pager, blackberry, PDA, DSL, CATV, etc. Charges may also include roaming calls, service charges, and other fees. Please describe your systems capabilities for handling the services outlined in this specification.

PAETEC Response: Unlimited service types can be defined in PINNACLE to track and bill for any service. PINNACLE supports billing for any type of service provisioned to your customer base. Some sample charges that could be billed are: Equipment, Programming and Consulting, Network Staff Time and Materials, and Network and Data Ports. PINNACLE supports billing charges of \$1,000,000.00 and the PINNACLE system is fully capable of processing a credit to a customer after the given billing cycle has been closed.

4.2.1.4.5 The Vendor should describe how their system handles the requirements for allocating costs as required in specification 3.2.3.3.

PAETEC Response: In a consolidated screen, an unlimited number of related MRCs and OCCs can be defined in PINNACLE. The default rates, descriptions and revenue accounts for MRCs and OCCs are configured in the Master Charge Catalog. The most efficient scenario for managing MRC rate changes is to update the rate in the Master Charge Catalog so the system will propagate the changes.

Business rules can be activated to establish a line-item audit trail of all rate changes and affected assignments. The flexibility of the PINNACLE charge-back function provides the ability to override the default business rules for each individual assignment.

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4.2.1.5 Invoice Management

4.2.1.5.1 The vendor should describe their system's ability to be able to process billing and/or print billing invoices without taking the system down or forcing users to exit the system.

PAETEC Response: Since PINNACLE is built on Oracle architecture. The PINNACLE application is completely embedded within the Oracle architecture, allowing us to take full advantage of the Oracle development tools, performance and scalability. This will allow for your users to print invoices without forcing users to exit the system. Also billing and printing of invoices can be schedule to run at a later time when users are not utilizing the system.

4.2.1.5.2 The Agency should have the capability to print or re-print customer bills on demand. For example, if an invoice has been lost and needs regenerated, the Agency needs to be able to reprint that invoice without impacting or disrupting previous updates (i.e. Accounts Receivable). In addition, if several invoices need reprinted at one time the Agency would like to have the capability to generate those invoices at one time instead of each invoice individually. The Vendor should describe their ability to meet this specification.

PAETEC Response: PINNACLE will allow you to re-print the bill at any time. State personnel or customers can create on-demand invoices for printing or re-printing for any month for which a bill cycle has been processed. There are no limits to the number of months kept on line. The PINNACLE system will easily store three years worth of billing history information for on-demand invoicing based on the hardware specified in this document.

4.2.1.5.3 The system should be capable of producing electronic and hardcopy invoices.

PAETEC Response: This is a standard feature within the PINNACLE application.

4.2.1.5.4 The vendor should describe their process for backing out an accounting feed, billing source information, invoices, etc. and note any scripts and or vendor intervention that may be required. This is essential for testing during implementation, and once the system is in use.

PAETEC Response: The PINNACLE system allows users to easily back out the entire bill, or an accounting feed with the click of a button, make any changes, and then re-run the bill or accounting feed as necessary.

4.2.1.5.5 The vendor should describe the process for pass-through charges for services and/or surcharges (flat rate or percentage) as part of the cost of a service or usage or as a line item to the invoice.

PAETEC Response: The reconciliation process conducts a cross-correlation of the key components of a vendor charge record (e.g. billing account, service, assigned products and rates) with the service inventory maintained in PINNACLE. Exceptions are identified from both sides of the two-way reconciliation process. The PINNACLE application will support reconciliation against contract pricing. The application can perform validation and reconciliation on any type of equipment or telecommunications service, including monthly recurring charges, network usage charges, taxes, regulatory fees, OCC charges, and account charge assignments, as long as the invoice record contains an account number, a service, a product, and a rate.

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4.2.1.6 **Dispute Management**

4.2.1.6.1 The system should track all credits due from all vendors at any given point in time.

PAETEC Response: This is a standard feature within the PINNACLE application.

4.2.1.6.2 The system should provide a means to track the lifecycle of invoice payments as well hold backs relative to disputed charges. The system should provide a means to incorporate correspondence directly into dispute transactions.

PAETEC Response: Disputes are identified based on the established reconciliation methods. The PINNACLE system can send electronic reports or notifications to your vendors with all the details about the dispute. This information will include the invoice date, number, vendor, service number, amount disputed, contracted rate, etc.

4.2.1.7 **Reporting and Data Analysis**

4.2.1.7.1 The system should allow for ad hoc reports and queries to interface with other applications such as spreadsheets, Access and electronic mail. The vendor should describe its exporting capabilities and limitations, if any.

PAETEC Response: PINNACLE supports the ability to create and email reports in up to 14 different formats including the most common: PDF, DOC, TXT, XLS, CSV, XML, and HTML. These reports may be scheduled and delivered to the user at their preference.

4.2.1.7.2 The system should have the capability to publish and automatically distribute standard reports, on-demand reports (ad-hoc), pre-scheduled reports (e.g., end-of-month), and customized reports as required for, based on security access levels. The vendor should provide a list, with descriptions, of all standard reports generated for each component. For ad-hoc and custom reports, the vendor should describe the reporting software used and provide examples.

PAETEC Response: PINNACLE has the capability to publish and automatically distribute standard reports, ad-hoc and customized reports. PINNACLE allows you to determine how much access to the reports that employees can have. You can specify if your employees will have access to all reports or limit access to reports based on their job needs. Reports may be scheduled and delivered to end users at their preference.

4.2.1.7.3 The system should be able to produce reports on all services related to a particular product and/or service address. These reports should be further defined to a specific vendor and/or customer.

PAETEC Response: PINNACLE can be configured based on the State's requirements to produce reports on all services related to products.

4.2.1.7.4 The system should allow reporting tasks to be scheduled to run in unattended mode.

PAETEC Response: This is a standard feature within the PINNACLE application.

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4.2.1.7.5 The vendor should describe their ability to generate ad hoc reporting for traffic analysis. In addition, these reports should be capable of being exported into an ASCII format.

PAETEC Response: PINNACLE allows anyone the ability to create ad-hoc searches or reports in a real-time manner. Searches are used to find data and can be done directly via the PINNACLE user interface. Your staff may personalize each report and can augment standard PINNACLE reports. The data on the reports may be driven by specific individual needs such as date ranges, customer groups, etc.

4.2.1.7.6 The system should provide a means of generating reports to analyze provisioned services by being able to replace current pricing and/or services with Agency-defined data to determine the impact on the users. This analysis should also allow the tracking of usage and trending patterns to determine things such as contract compliance, minimum order guarantees, and usage variance over defined thresholds.

PAETEC Response: The PINNACLE application can generate reports to analyze usage and provisioned services. This will allow for the State to generate trend analysis reports for contract compliance, and threshold usage.

4.2.1.8 Ordering and Provisioning

4.2.1.8.1 The vendor should describe, in detail, their ordering and provisioning capabilities. This should include, but not be limited to: work order processes, required data to be captured and entered, security levels, tracking and reporting, trouble orders, what and how this component impacts other components of their system, browser-based, etc.

PAETEC Response: PINNACLE provides a full-featured workflow and order management system. PINNACLE will track the entire process from customer request to order completion. Managing all of the transactions in one system allows the State to analyze the day-to-day operations associated with providing communications and IT services to the State's end users.

The PINNACLE application provides a flexible, customizable self-service web interface for customers to place orders for trouble tickets. PINNACLE allows the State to determine which fields will be presented, what their descriptions will be, and whether or not they are required for a trouble ticket to be submitted. PINNACLE uses the self-service web interface as a starting point on all trouble tickets by eliminating the need for any data to be re-keyed by the staff. A list of user-defined "trouble types" are displayed for the user to specify the cause of the trouble. Based on the state setup parameters, any information needed by back-office staff may be required so that a customer may not submit the trouble ticket until the required information is completed. Once the back-office staff has processed the ticket, technicians may view, and update the ticket via a web enabled PDA.

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4.2.1.8.2 The vendor should describe the ability to have a "grocery" list of services that can be selected when ordering services. This should include, but not be limited to: cellular, calling card, rate plan, optional services, etc.

PAETEC Response: The PINNACLE application provides a flexible, customizable self-service requisition interface for customers to place orders for all services. PINNACLE allows the State to determine which fields will be presented, what their descriptions will be, and whether or not they are required for an order to be submitted.

PINNACLE uses the self-service web interface as a starting point on all orders by eliminating the need for any data to be re-keyed by the State's staff. Based on defined parameters, any information needed by back office staff may be required so that a customer may not submit their order until the required information is completed. In addition, the PINNACLE Web includes a "Cart" where a list of services can be selected and stored until they are submitted.

4.2.1.9 Installation, Implementation and Training

4.2.1.9.1 The vendor should describe the training that accompanies the procurement of each component and should include, but not be limited to: curriculum, number of students per class, manuals provided, and how training is accomplished for upgrades.

PAETEC Response: The PAETEC training program encompasses a combination of on-site support, remote support and computer-based training tutorials. The objectives of the training program are to make sure the customer is well versed on the various options, proper use and configuration of the business rules, data model and workflow processes to support their respective operations.

The training program follows the same framework as the implementation where the core implementation team members and designated management personnel are first introduced to the concepts, setup processes and application functionality using the fully functional demonstration database. Directly before production cutover, the end-users are trained using the customer's actual production data.

The actual quantity of on-site and remote support is based on the licensed modules. On-site support normally consists of five visits ranging from two-to-three days for each visit. The customer can use the established "bank account of support days" to achieve their specific implementation and training objectives. Installation, training and implementation support services are defined as follows:

Remote Support:

- General product installation support
- General project startup meetings
- Consulting on setup and configuration of business rules
- Consulting on setup and configuration of production data
- Rating routine adjustments, if needed
- Scheduled and ad-hoc conference calls
- Various consulting activities via telephone and/or email

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On-Site Support:

- Consulting on data modeling
- Consulting on process modeling
- Consulting on setup and configuration of business rules
- Consulting on setup and configuration of production data
- Project Meetings
- Embedded training Materials

PAETEC provides imbedded video tutorials, which show in detail how to perform the most common functions within the application. These videos are updated regularly with each new product release and provided at no charge.

4.2.1.9.2 The vendor should provide an overview of the implementation approach, as well as methods used to track implementation milestones and facilitate internal reporting to upper management.

PAETEC Response: PAETEC follows a progressive, phased implementation and training framework that will help you maximize your investment in the quickest manner possible. Our structured approach makes certain that your organization will successfully implement PINNACLE in the shortest time possible. You will receive predetermined guidelines to help you organize the personnel needed to partner with our professionals to set up, configure and import your data into PINNACLE.

4.2.1.9.3 The vendor should provide an overview of the escalation procedures and methods used to track the status of implementations.

PAETEC Response: As mentioned PAETEC follows a progressive phased implementation methodology. Should there be questions or concerns related to your situation that requires additional attention, please contact one of the members of the PAETEC management team. It is recommended to leverage the most direct level of management first as they are dedicated to production support operations and closest to the resources assigned to resolving issues.

4.2.1.9.4 The vendor should provide a detailed description of the implementation process being proposed. This description should include, but not be limited to: the resources provided by the vendor and the resources required of the customer.

PAETEC Response: PAETEC utilizes a Phase Implementation methodology to define the Implementation process.

Define Phase:

Directly before your contract is assigned, PAETEC organizes our implementation team who will work closely to assess your current environment and provide you the guidance to configure the hardware for installing and implementing. The primary objective of the Define Phase is to make sure all resources have the appropriate level of knowledge about your operations so they are properly prepared to start your implementation at contract signing.

Formulate Phase:

Our project team will introduce the PINNACLE toolkit, which outlines the implementation framework, roles and responsibilities and educates your team on the best practices that have been proven to achieve the timeliest and most cost effective implementations. Your PAETEC Product Consultant, who possesses certifications in industry best practices, will conduct a thorough site assessment.

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The results of the site assessment will be presented to you as a one-page MOST plan (i.e. Mission, Objectives, Strategy and Tactics) in conjunction with a detailed project business plan. Our implementation team will partner with you to determine your business rules and optimize your data model to help you maximize PINNACLE's functionality. Shortly after our initial on-site visit, your PINNACLE Product Consultant will configure a prototype of your operations on a hosted database. This prototype will be used to guide subsequent business and data modeling discussions. The prototype will help your organization realize how you will be using PINNACLE to support your specific business requirements.

Execute Phase:

The State will partner with PAETEC to build your database using the experience and knowledge gained from the Formulate Phase. The Execute Phase is an iterative process that is focused on preparing your operation to use PINNACLE to manage your production operations. There are seven distinct milestones of the Execute Phase:

- Build** your data model and configure the business rules for managing your operations.
- Maintain** your data model by testing the transactions and making the appropriate refinements.
- Automate** your business process by activating interfaces and leveraging the job scheduler.
- Analyze** your operations using PINNACLE reports and dashboards.
- Secure** access to your system and data records for production operations.
- Train and Test** all end-users using your data through a series of parallel validation activities.
- Assess** the actual results against your original business objectives defined in the MOST plan.

4.2.1.9.5 The vendor should provide a timeline for implementation along with projected milestones, deliverable dates and a sample implementation plan.

PAETEC Response: Please refer to sample Implementation Plan document in Tab 7.

4.2.1.9.6 The vendor should describe their procedure for data conversion of existing data into the proposed application. This description should include, but not be limited to, the type of data that can be converted, the resources required by the Agency, the resources provided by the vendor, and how mismatched data elements are handled.

PAETEC Response: PAETEC will provide product consultants that will serve as subject matter experts that will be responsible for the configuration of the solution. PAETEC also provides associate consultants that will assist with data conversion and migration. The State will need to provide access to the internal subject matter experts that understands how the State conducts day to day business operations.

4.2.1.9.7 Although not required if the vendor is proposing a vendor hosted implementation option they should describe the implementation process and benefits for the vendor hosted option.

PAETEC Response: The Implementation process for a hosted solution will still follow PAETEC Phased methodology. With PINNACLE's Hosted Application Service, you simply connect to PINNACLE using a web browser while PAETEC manages all facets of the PINNACLE database and system administration.

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4.2.1.9.8 The vendor should describe and provide a Train-the-trainer program to the Agency staff. This program should enable the agency to train customers on the web-based applications as defined in Section 1.2. If this level of training is only provided off-site, the vendor's cost proposal must include the price of this training, including all travel, for at least five (5) Agency employees to attend.

PAETEC Response: The PAETEC training program encompasses a combination of on-site support, remote support and computer-based training tutorials. The objectives of the training program are to make sure the customer is well versed on the various options, proper use and configuration of the business rules, data model and workflow processes to support their respective operations.

The training program follows the same framework as the implementation where the core implementation team members and designated management personnel are first introduced to the concepts, setup processes and application functionality using the fully functional demonstration database. Directly before production cutover, the end-users are trained using the customer's actual production data.

4.2.1.9.9 The vendor should provide additional training as needed after production implementation. The vendor should include any cost associated with this requirement in Appendix C - Other Costs. **NOTE: NO PRICING SHOULD APPEAR IN THE BODY OF THE VENDOR'S RESPONSE TO THIS RFP. ALL PRICING MUST BE PRESENTED IN THE NOTED COST APPENDICES.**

PAETEC Response: Post Training activities include detailed walkthroughs of the specific functions, with follow-up explication and examples from PAETEC staff as required.

4.2.1.10 **Service and Support**

4.2.1.10.1 The system should support on-line help per screen and should be modifiable by the Agency.

PAETEC Response: Customizable online Help is available for every page in the application. The PINNACLE system supports a context sensitive help system for questions about system functionality in addition to a complete online Help system.

4.2.1.10.2 The vendor should describe the maintenance and support along with any warranty information covering each component of the system being proposed.

PAETEC Response: Please refer to the Customer Care Guide in Tab 8 for general information regarding maintenance and support of the PINNACLE product.

4.2.1.10.3 All calls for technical support via the toll-free number required in 3.2.7.1 should be answered by a live operator (no IVR or Automated Attendant) between the hours of 8AM and 8PM Eastern Standard Time.

PAETEC Response: Telephone support is provided from our offices in Rochester, NY during normal business hours: Monday through Friday 8:00 am - 8:00 pm EST. PAETEC also offers online customer support at: pinnhelp@paetec.com.

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4.2.1.10.4 System documentation should be available on-line, preferably on the vendor's web site.

PAETEC Response: System documentation as well as training materials is available to existing customers on-line at www.pinnsoft.com.

4.2.1.10.5 System documentation should include database schema information.

PAETEC Response: PINNACLE schema information is available to existing customers.

4.2.1.10.6 Please define the type of documentation and assistance provided by the vendor to complete upgrades.

PAETEC Response: Please refer to Customer Care Guide in Tab 8 for general information regarding documentation and assistance of upgrading software.

4.2.1.11 Vendor Qualification

4.2.1.11.1 The vendor should provide at least three (3) customer references where a solution similar to the one in scope is being requested in this procurement document and has been successfully implemented in the last 24 months. At least, one (1) customer reference should be a governmental environment. The annual telecommunications billing for these customer references should be at least \$20,000,000 a year. References should describe, in detail, the type and duration of services, dates of service, and estimated annual billing. See Appendix E for the Customer Reference Form. The Agency reserves the right to contact references, as well as develop its own references.

PAETEC Response: Please refer to Appendix E in Tab 3.

4.2.1.11.2 The vendor should provide resumes, qualifications and past experience for all vendor staff committed to the State of WV project. The role of each staff member should also be identified.

PAETEC Response: Personnel resources are allocated after the contract is awarded. Please refer to the resumes in Tab 4 for implementation personnel.

4.2.1.12 Project Management

4.2.1.12.1 The Vendor should disclose the planned use of any subcontractor(s). At a minimum, the following information should be provided for each subcontractor: the subcontractor's name and address and a brief description of the services they will be performing.

PAETEC Response: No subcontractors are being used.

4.2.1.12.2 If the Vendor's solution includes the use of subcontractors, two (2) separate customer references should also be provided for the subcontractor. See Appendix E for the Customer Reference Form. The Agency reserves the right to contact references, as well as develop its own references.

PAETEC Response: No subcontractors are being used.

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4.2.1.12.3 During the term of the contract, the Agency should be able to grant prior approval to any additions or changes to the named subcontractors even though the vendor awarded the contract will be responsible for all performance (or non-performance) of all subcontractors.

PAETEC Response: No subcontractors are being used.

4.2.1.12.4 Each key member of the implementation team should be dedicated to the project and not be assigned to any other projects without written approval of the State. The vendor should describe which member of the team for which they have provided resumes are considered "key" implementation team members.

PAETEC Response: Personnel are assigned after the contract is awarded. Please see PINNACLE_Implementation.doc for qualified personnel that could be assigned to the project.

4.2.1.12.5 After the Project Manager is no longer required to be housed at or near the Agency's facility, the following should be provided for the life of the contract: The Project Manager should: serve as the single point of contact (SPOC) for all problem resolutions, billing issues, installation activity, etc.; be available to the State staff via a nationwide toll free calling service; and be responsible for ensuring appropriate vendor personnel are available to provide overall account management and meet with the Agency staff at their facility on a regularly scheduled basis which will be no less than once a month or as deemed necessary by the Agency.

PAETEC Response: No subcontractors are being used. PAETEC will work with the State after the contract is awarded to make sure that there is a point of contact for the State of West Virginia.

4.2.1.13 System Acceptance

4.2.1.13.1 The vendor should submit their standard of performance as part of the response to this proposal.

PAETEC Response: PAETEC provides a warranty period and maintenance agreement as part of the Software contract. Please refer to sample maintenance agreement in Tab 9.

4.2.1.14 Financial Activity

4.2.1.14.1 The system should maintain individual and group Accounts Receivable records on all customers. It should allow for aging and the automatic calculation of penalty charges on past due accounts. Vendor should explain how the system addresses this specification. The vendor should describe how its system allows payments to be posted in real-time and appropriately credit the customer's account. Vendor should describe how real-time posting is accomplished.

PAETEC Response: The PINNACLE application supports the generation non-payment and aging reports. These reports may be mailed or emailed to subscribers to notify them that they are behind in their payments. PINNACLE's nomenclature for aging reports is a "Disconnect Notice." that is generated for distribution to all the subscribers who meet the disconnect or aging criteria. The custom text for the notices, the disconnect criteria, and production of the notices and/or register are all determined by the user.

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4.2.1.14.3 At the end of each billing, the system should create a file summarizing the financial activity for each accounting code/object code in the format specified by the Office of Technology. Vendor should describe how this process is accomplished.

PAETEC Response: PAETEC understands that the financial transactions need to be aggregated and managed in different manners. Each different customer base has different billing rules, taxing rules, etc. Quite often the aggregate financial information on these customers is fed to different systems. PINNACLE will send transactions to General Ledger systems, Billing and/or Bursar systems, and allow for the maintenance of accounts receivable directly in the PINNACLE application.

4.2.1.14.4 The vendor should describe their system's ability to produce reports related to money collected in one fiscal year which was payment of services for a prior fiscal year. This should also include the details provided for the payment (i.e. date payment made, invoice being paid, amount, source of payment, etc.)

PAETEC Response: The PINNACLE application has a flexible reporting structure that will allow you to report payment information fit your business needs. Custom reports can be generated to include the detail of payments for a prior fiscal year.

4.2.1.14.5 The vendor should describe their system's ability to produce reports for outstanding accounts receivables for both the current and prior fiscal year and the level of detail available.

PAETEC Response: PINNACLE provides allocation reporting and can show all activity and results in report format. The State's allocation requirements will be modeled within PINNACLE during implementation to allow proper reporting.

4.2.1.14.6 The vendor should describe their system's ability to track the Agency's accounts payable by service, by vendor.

PAETEC Response: With PINNACLE's customized reporting options PAETEC can work with the State during implementation to ensure that reporting requirements by service and vendor are met.

4.2.1.14.7 The vendor should describe their system's ability to produce reports that show by customer account and/or by type of service, vendor or object code, the amount billed by service type, by vendor, the amount billed by the Office of Technology, any additional fees, etc.

PAETEC Response: PINNACLE provides two reporting engines, Crystal and PINNACLE's interactive reporting. This interactive reporting region allows users to customize the layout of the data by choosing the columns they are interested in, applying filters, highlighting, and sorting. They can also define breaks, aggregations, different charts, and their own computations. Users can create multiple variations of the report and save them as named reports, output to comma-delimited files, and print them to PDF documents. This allows the State to produce reports that show customer accounts, type of service, vendor etc.

PINNACLE Service Lifecycle Management

4.2.1.15 Pricing

4.2.1.15.1 The vendor should provide an explanation of options for procuring the software including their ability to host the application. If the vendor does have the option to host the application, the Cost Sheets allow for the pricing of this option (though not required)

PAETEC Response: When you choose the PINNACLE Hosted Application Service option, PAETEC will host your PINNACLE database from a server in one of PAETEC's carrier-class Data Centers. You will have the same level of control as a licensed environment. With PINNACLE's Hosted Application Service, you simply connect to PINNACLE using a web browser while PAETEC manages all facets of the PINNACLE database and system administration. PAETEC's Hosted Application Service offering is straightforward: we provide a needed service to you at an affordable cost. You have complete control to manage your enterprise using an encrypted Internet connection to hosted servers that are secure and fault-tolerant with off-site archival storage.

4.2.1.15.2 If you are responding to the evaluation-based specifications associated with Section 4.2.1.3, Inventory, and a separate component is required, the costs for this component must be included on the appropriate costs sheets.

PAETEC Response: There are no other additional or 3rd party components required. All pricing for PINNACLE modules are included in Appendix B.

4.2.1.16 Oral Presentation

4.2.1.16.1 Oral evaluations will be held in two hour increments. Each vendor will be given 90 minutes to conduct their oral presentations including the demonstration of the system to the Agency and will be followed by a 30 minute question and answer period. The demonstration of the system should not be limited to flowcharts, PowerPoint slides or explanations of the system. The Agency requests that the vendor provide demonstration of actual components as listed in section 3.1 sourcing, inventory, cost allocation, invoice management, dispute management reporting and data analysis and ordering and provisioning. No vendor will be given more than two hours.

PAETEC Response: Read and understood.

APPENDIX E- CUSTOMER REFERENCE

Customer Reference Information:

Company Name: State of New York

Type of Business: State Government

Describe the Type and Level of Services provided. Vendors are encouraged to describe these services in relation to the services being requested in this RFP. (Please attach additional pages as needed)

NYS OFT utilizes the PINNACLE application for the management and chargeback of over 70,000 telecom (TDM & VoIP) services throughout the state for the various agencies that roll up to the NYS Office of General Services. PINNACLE also provides the toolset for the service delivery and service support of all of their Telecom and IT Infrastructure (devices, services, infrastructure, etc.). As an extension of this, OFT uses PINNACLE to sync the information contained in the various Switch's with the data maintained in PINNACLE to ensure data integrity for proper chargeback and cost allocation by service extension. NYS OFT is also processing vendor files, such as cellular charges, through PINNACLE to chargeback departments for recurring, usage, and one-time charge fees.

Duration of Contracted Services:

6.5 years

Dates of Services:

From Date: October, 2002 To Date: Present

Company's Estimated Annual Telecommunications Billing: \$45 Million

Purchase Order or Reference Number: C002044

Customer Contact Information:

Name: Jim Burns

Title: Manager, Telecommunications

Address: Empire State Plaza, Corning Tower,, Division of Telecommunications/OFT

City: Albany State: New York

Telephone Number: (518) 474-8121 Contact Number:N/A

APPENDIX E- CUSTOMER REFERENCE

Customer Reference Information:

Company Name: State of New Jersey

Type of Business: State Government

Describe the Type and Level of Services provided. Vendors are encouraged to describe these services in relation to the services being requested in this RFP. (Please attach additional pages as needed)

The State of New Jersey utilizes the PINNACLE application for the management and chargeback of over 100,000 telecom (TDM, VoIP and Cellular) services. New Jersey is licensed for all modules of the PINNACLE application except for the switch provisioning. New Jersey processes 60 million usage records per month through PINNACLE for its outside agencies to audit and review through the PINNACLE application and its reporting tools.

Duration of Contracted Services:

Dates of Services:

From Date: October 2003 _____

To Date: __Present_____

Company's Estimated Annual Telecommunications

Billing: __\$150,000,000_____

Purchase Order or Reference Number: Bid Number 04-X-35839

Customer Contact Information:

Name: David Blackwell

Title: State Telecommunications Officer

Address: _200 Riverview Plaza

City: _Trenton

State: NJ

Telephone Number: 609-633-0331 Contact Number: _____

APPENDIX E- CUSTOMER REFERENCE

Customer Reference Information:

Company Name: University of Kentucky

Type of Business: State University

Describe the Type and Level of Services provided. Vendors are encouraged to describe these services in relation to the services being requested in this RFP. (Please attach additional pages as needed)

The University of Kentucky utilizes the PINNACLE application for the management and chargeback of over 10,000 telecom (TDM & VoIP) services. The University of Kentucky is licensed for all modules of the PINNACLE application except for the switch provisioning.

Duration of Contracted Services:

15 years

Dates of Services:

From Date: Fall 1994

To Date: Present

Company's Estimated Annual Telecommunications
Billing: \$5,100,000

Purchase Order or Reference Number:

Customer Contact Information:

Name: Frank Hawks

Title: Accounting Supervisor

Address: 04 Parking Structure

City: Lexington State: Kentucky

Telephone Number: 859-218-0307 Contact Number:

Project Manager

Summary:

The Pinnacle Project Manager's primary role is to assist the Customer Project Manager and team throughout the lifecycle of the project. The Project Manager's role may expand or reduce due to customer resource constraints, skills or requirements. Project Managers are knowledgeable of Project Management methodology, specifically as it applies to the Pinnacle Implementation project. The Project Manager is focused on ensuring the most effective and efficient path is taken to a successful and timely completion.

Scope of Responsibilities:

- Works in conjunction with Customer's Project Manager to:
 - Assist in defining and publishing scope of project
 - Be primarily responsible for delivering on contractual commitments
 - Identify and coordinate the required PAETEC resources
 - Assist with coordinating and managing project resources
 - Author and manage revisions to PINNACLE Project Plan
 - Coordinate logistics for conference calls and on-site engagements
 - Manage all communications and customer relations
 - Ensure timely resolution to customer satisfaction issues
 - Assist in Budget management issues
 - Communicate status of project milestones
 - Conducts Site Assessment, and analyze information
 - Provide escalation for both PAETEC and customer when necessary

Project Consultant

Summary:

The PINNACLE Field Consultant provides technical leadership throughout the Implementation to ensure a successful and timely implementation. The Field Consultant provides support in completion of the Systems Setup, including installing and configuring the PINNACLE application. The Field Consultant's primary goal is to ensure the customer can effectively use every facet of the PINNACLE application that has been licensed to support their business requirements.

Scope of Responsibilities:

- Provides Subject Matter expertise to facilitate:
 - All Process Modeling activities
 - All Data Modeling activities
 - All Data Load activities
 - Site Assessment activities
 - Fit and Gap analysis activities
 - End-user product proficiency
- Identifies necessary customizations to meet business requirements
- Conducts all facets of customer training to include:
 - Power User
 - Train the Trainer
 - End-user application training with customer data
- Develops custom reports as contractually required
- Leads the PINNACLE application build activities
- Working with vendor contacts to consolidate invoices and billing structure
- Estimating and outlining the timeframe for analysis.
- Adjusting vendor-processing routines to accommodate customer's business requirements.
- Training customers on managing the lifecycle of invoice processing activities
- Focus is on enabling customer autonomy after production cutover

Product Consultant

Summary:

The remote-based Product Consultant augments the capabilities of the field-based Business Consultant to ensure timely and cost effective resolution to implementation issues. As necessary, the Product Consultant will come on site to assist the Business Consultant with implementation activities.

Scope of Responsibilities:

- Provide remote back office support for Business Consultant
 - Assist with:
 - Process Modeling activities
 - Data Modeling activities
 - Data Load activities
 - System Setup and Configuration activities
 - End-user product proficiency
 - As deemed necessary, assists with any facet of customer training
 - Develops custom reports as defined by Business Consultant
 - Incorporates custom procedures, triggers, etc. as directed by the Business Consultant
 - Working with vendor contacts to consolidate invoices and billing structure
 - Assisting with converting paper invoices to an electronic billing format.
 - Identifying opportunities to convert vendor-specific electronic data files to industry standard EDI 811 invoice formats
 - Working with vendors to apply any necessary changes to electronic data files
 - Troubleshooting data formatting and loading issues
 - Resolving issues related to extracting and loading vendor invoices

PINNACLE Account Management:

JANELLE SAMMUT

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Detroit, MI

Senior Account Manager

Previous Years, Senior Billing Operations Manager, N.A. for ACN as well as the Billing Operations Manager for the CAMPUSLINK division at PAETEC.

Before rejoining the PAETEC Software team in January of 2008, Janelle spent five years at ACN as the Senior Billing Operations Manager for the North America division. During this time her team was responsible for bill system configuration, call rating/unrated call investigation, invoice processing, definition of bill print XML requirements, invoice validation and trouble ticket resolution. Before joining the ACN team Janelle worked within the CAMPUSLINK division of PAETEC, she was the Sr. Billing Manager for the CAMPUSLINK division. Her team utilized the PINNACLE application to process call records, invoicing, reporting, configuration of rates, load subscribers and work trouble tickets for 100 campuses across the country. She was also a member of the Product Advisory Board from 1999 until 2001 at which point she stepped down due to the PINNACLE/PAETEC merger

MATTHEW HYDE

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Senior Account Manager

After graduating at the State University of New York at Geneseo in 2006 for Business Administration, Matthew joined PAETEC after a 12 - month internship within the same department at PAETEC Software. Throughout his 3+ years with PAETEC, Matthew has been involved in a variety of activities within several departments including Sales and Account Management, Professional Services, Product Management, & Customer Support.

Matthew has facilitated numerous on-site meetings; customer webinars, conference calls, and project plan developments that have been crucial to the accomplishments his customer base has made. Matthew has also participated in number industry tradeshows and best-practice seminars, the most recent being the ITIL Certification class. He has also been involved with and participated in various customer events such as the PINNACLE Annual Users' Conference and the various regional conferences where he has attended discussion panels on product use, enhancements, business process requirements, resource requirements, etc.

PINNACLE Implementation

ALEXANDRA ROYAL

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Project Consultant

- Implementation Project Consultant
- Instructor
- Customer Service Support

United Health Care/Ingenix

Amherst, NY

Implementation Manager

- Project management for implementation of data warehouse with front end web analyzers for organizations within the health care industry.
- Data analysis with customers to identify member and provider utilization trends as well as high-risk areas based on predictive model and to use aggregated data in analyzers to ensure data integrity.
- Responsible for managing the post sale customer relationship.
- Training Instructor

Senior Business Analyst

- Worked with software developers and functional users to define, document and design requirements for a front-end web reporting application utilizing OLAP technology for multi-dimensional cubes with customized views, summary reports and drill down capabilities.
- Completed data analysis, including data mapping and data conversion for Oracle databases using a Star schema based on the Erwin data model.

Rochester, NY

Nortel Networks

Senior Data Analyst

- Responsible for building, deploying, supporting, and evaluating large custom networked Oracle databases for national and international telecommunications companies and providing front end consulting to aftermarket services.
- Training Instructor and Customer Support

Software Development Test Engineer

- Responsible for lead functional testing role for the Line Information for Open Networks (LION) Software Engineering group.
- Responsible for test plan and functional specification documentation.

EDUCATION

B.A. Psychology

ELIZABETH SHARP

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. St. Louis, MO

Project Consultant

- Implementation Project Consultant
- Instructor
- Customer Services Support

St. Louis, MO

MONSANTO Company

Software Projects Lead

- Identified and implemented new tools and technologies
- Manage Software Development Team to identify, design and implement solutions according to strategic directives
- Implement, maintain and enhance integration with Financials, HR, Helpdesk processes and applications
- Create and support Telecommunications helpdesk processes and data management
- Metric reporting on performance, financials, utilization

St. Louis, MO

IBM Global Services

Project Manager

- Design and planning of telecommunication, voice and data software management environments
- Support Data and Voice Network transitions to IBM through data management, billing and allocation of services
- Maintain hardware and software environment in compliance with GxP standards for Pfizer, Pharmacia and Monsanto companies.

St. Louis, MO

Government E-Management Systems

R&D Project Manager

- Managed R&D development to enable migration of Financials, HRMS, and Property Mgmt application to a browser-based environment

EDUCATION

B.A. Political Science & Theology, Loyola University of Chicago

M.A. International Affairs, Washington University of St. Louis (in progress)

PMI Certification, Washington University School of Applied Sciences & Engineering (in progress)

MICHAEL R. BEALE

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Product Consultant

- Implementation Project Consultant
- Instructor
- Sales Engineering Support

Rochester, NY

Element K

Technical Project Consultant

- Use consultative sales approach in a team setting to obtain new business and close sales
- Work with outside sales force to ensure the right learning model is used to meet customer needs
- Responsible for insuring the sales organization is focused on the proper product mix and on track to achieve the project revenue target
- Lead multiple cross-functional project teams through a dynamic rapid design, development and deployment methodology while maintaining a quality product within budget allowances that adheres to the project charter
- Involved in the implementation of the Learning Management System and the managed services
- Lead weekly update meetings involving internal development teams or external customers to maintain project timeliness

EDUCATION

B.S. Business Administration

WILLIAM BLAKE

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Product Consultant

- Implementation Project Consultant
- Instructor
- Customer Service Support

NORTEL NETWORKS

Rochester, NY

Technologies Manager

- Identified and implemented new tools and technologies for the global services organization
- Manage IT and Technologies organizations
- Identify and Implemented Global Business Strategies
- Negotiate contracts with vendors and suppliers.
- Prime customer technology interface

Manager

- Technical Support Engineering
- Network Operations Center
- Customer Support and Repair

Site Facilities Manger

- Managed all telecommunication activities for corporate customer sites
- Project Management

DIGITAL EQUIPMENT CORPORATION

Rochester, NY

Telecommunications Engineer

- Design and planning of telecommunication, voice and data environments

Eastman Kodak Company

Rochester, NY

Telecommunications Technician

- Installation and maintenance of voice and data environments
- Lead large telecommunication project initiatives

EDUCATION

B.S. Organizational Management

A.A.S. Electro/Mechanical Technology

DAVID O'BRIEN

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Product Consultant

- Implementation Project Consultant
- Instructor
- Sales Engineering Support
- Customer Services Support

Rochester, NY

SILVER CLEANERS

Technologies Manager

- Database creation and maintenance
- Invoice Management System creation

EDUCATION

B.S. Management Information Systems

MICHELLE M. ROGERS

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Knoxville, TN

Product Consultant

- Implementation Product Consultant
- Instructor
- Customer Services Support

Knoxville, TN

University of Tennessee
Supervisor/Billing Specialist

- Applications Specialist
- Systems Support (hardware / software)
- Report writer
- Internal Trainer
- Supervise information technology specialists

Knoxville, TN

University of Tennessee
Administrative Computing Consultant

- Departmental consultation for hardware/software
- Support for hardware/software for administrative staff
- Trainer

EDUCATION

B.S. Forest Resource Management, Honors Graduate

DAVID SANSONE

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Product Consultant

- Implementation Project Consultant
- Crystal Reports Development
- Trainer/Instructor
- Customer Services Support

SUNY College at Brockport

Brockport, NY

IT Coordinator for Telecommunications

- PC and Server Support
- Software Support and Maintenance, including PINNACLE

EDUCATION

B.S. Computer Science

B.S. Mathematics

J MICHAEL SCHNEIDER

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Product Consultant

- Implementation Project Consultant
- Instructor
- Customer Service Support

Georgia-Pacific Corporation

Atlanta, GA

Senior System Analyst

- Full life cycle support of HR applications including integration with SAP
- Lead Resource for Server Consolidation and Data Center migration Project
- Infrastructure liaison to IT Centers of Excellence
- Production Support coordinator for Sarbanes-Oxley compliance

Jackson Associates, Inc.

Atlanta, GA

Director - Technical Operations

- Evaluation, purchase, training, maintenance and repair of all equipment
- Managed staff of up to 20 on multiple marketing research projects
- Design and implementation of AV equipment for focus group facility

EDUCATION

VICTORIA WOODCOCK

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Product Consultant

- Implementation Project Consultant
- Instructor
- Customer Service Support

Product Support Technician

- Provide Level 1 support to *PINNACLE* Communications Management System production customers by helping customers identify, isolate and resolve problems.
- Internal employee training on *PINNACLE* use
- Quality Assurance testing of *PINNACLE*

SUNY College at Geneseo

Geneseo, NY

Assistant Telecommunications Technician

- Assist technician by performing additions, deletions, moves, and troubleshooting of analog and digital phones for faculty/staff/students, upgrading phones, cable installation, including programming and maintenance of the NEC NEAX 2400 IMS Telephone Switch
- Documentation and maintenance of main, building and individual distribution frames.

EDUCATION

B.S. Elementary Education

M.S. Telecommunications Engineering Technology

Dale Carnegie Course

ITIL IT Service Management Essentials

CHRISTOPHER BIEAR

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Associate Product Consultant

- Implementation Project Consultant
- Instructor
- Customer Services Support

Junior Quality Assurance Engineer

- Testing of Pinnacle Application
- Documentation
- Data Loading

Compendium Research Corporation

Fairport, NY

Software Engineer - Intern

- Application Developer
- Regression tester of application
- Front End development work

EDUCATION

B.S. Computer Science

GINA LAUGHLIN

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Associate Product Consultant

- Implementation Project Consultant
- Instructor
- Customer Service Support

Tariff Affiliates

Victor, NY

Lead Account Manager – Invoice Management

- Responsible for implementations which require project coordination and knowledge of ILEC, CLECs and IXC product offerings
- Team coordinator for all interdepartmental implementation for new invoice management accounts
- Inventory creation for new accounts using multiple carrier resources
- Analyze telecom service providers and understand all telecommunications bills to identify unneeded features and services
- Client management consultation to create business rules, budgeting, operational and exception reporting

Major Account Manager

- Implement dedicated/switched orders from order entry to final installation
- Main point of contact for all management issues relating to the implementation and operation of the services provided
- Coordinate M/A/C orders from multiple tier 1 and CLEC carriers to ensure proper product implementation
- Identify, track and recovered credits for existing client base

EDUCATION

B.S. Education/teacher certification

A.A.S. Business Administration

JEANA SANSOCIE

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Associate Product Consultant

- Implementation Project Consultant
- Instructor
- Customer Services Support

EDUCATION

B.S. Physics

M.E. Mechanical Engineering Concentration in Business Management

JAMMIE STARKS

PROFESSIONAL EXPERIENCE

PAETEC Communications Inc./PAETEC Software Corp. Fairport, NY

Associate Product Consultant

- Implementation Project Consultant
- Instructor
- Sales Engineering Support
- Customer Services Support

ECC Technologies

Fairport, NY

Technical Analyst

- Managed Co-op resources
- Network Operations Center
- Technical Customer Support
- Project Management

Executive Assistant

- Internal Accounting
- Database Management and Development
- Managed Wireless Accounts

EDUCATION

B.S. International Business and Marketing

RFQ No. ISCK0009

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: PAETEC Software Corp.
Authorized Signature: [Signature] Date: 9-30-09

Section 4.5 Cost Proposal

4.5.1 The vendor shall describe the services, level of support, etc. that are included in their pricing submissions - Appendix B. For example, if a vendor is quoting an annual support cost, the vendor shall describe what support services that annual cost covers. Any services, etc. that would be needed to support the proposed system during the life of the contract that are not included in the pricing outline on Appendix B must be clearly identified on Appendix C - other costs. Failure on the part of the vendor to include the pricing will not be considered legitimate charges granting the Agency's right to refuse payment for all other charges.

Sourcing:

Service Manager Module

Service Manager establishes the foundation for using PINNACLE to manage the lifecycle for all of your technology services. Service Manager provides the ability to partition end-users' access by specific job roles. End-users will gain real time insight by leveraging powerful reporting capabilities that are embedded within every window. PINNACLE Service Manager provides the ability to:

- Track the distribution, ownership, configuration and interdependencies of all services.
- Allocate costs for all provisioned services.
- Customize menus, access and presentation of windows to specific job roles.
- Organize security for end-users to access windows, features and published reports.
- Improve organizational performance by leveraging PINNACLE's Business Intelligence capabilities.

Cost Allocation:

Usage Manager Module

Usage Manager leverages a flexible rules-based engine to provide end-users the capabilities to process all types of usage data. Customers can manage all aspects of setup and configuration activities for processing voice, cellular, web conferencing services, printer, disk storage systems and other network services directly from the user interface. PINNACLE's Usage Manager provides the ability to:

- Dynamically configure usage collection and processing activities directly within the user interface.
- Assign financial ownership for all usage activities.
- Proactively manage the capacity and availability requirements of communication infrastructure components.
- Analyze multiple rate plans against actual service usage.
- Examine usage reports to ensure proper utilization of services, eliminate unused services and proactively identify misuse
- Identify potential service quality issues.
- Achieve new levels of efficiency in network capacity and availability management.

Chargeback Manager Module

Chargeback Manager provides a means for customers to conveniently access billing and other financial information as well as remit payments using a web browser. Chargeback Manager also supports individual and automated credit card payments and business-to-business (B2B) transactions with third-party collection agencies or general ledger financial systems. Chargeback Manager alleviates the labor costs related to the printing and distribution of internal billing statements and empowers organizations by supporting:
Flexible rate structures and billing periods.

PINNACLE Service Lifecycle Management

- Secure web access to billing statements and other financial reports.
 - Credit limits to govern access to services via automatic activations or deactivations.
 - Multiple automated payment models including:
 - General Ledger – Automated cost allocation for administrative organizations.
 - Billing Receivables – 3rd Party billing and collections.
- Accounts Receivables – Internal billing and collections.

Invoice Management:

Invoice Manager Module

Invoice Manager eliminates the inefficiencies and liabilities of manual intervention by automating the reconciliation of invoices against your service inventory, contracted rates, and previous invoices. Invoice Manager helps reduce operational costs and improve organizational performance by:

- Simplifying the lifecycle of managing invoices.
- Automating the reconciliation of invoices to service inventory and contracted rates.
- Leveraging flexible configuration options to define acceptable variances and workflow procedures for approving invoices.
- Incorporating all necessary information to manage disputes in a timely manner using simple mouse clicks.
- Effectively managing partial payments to increase leverage in resolving disputes.
- Enabling real-time financial analysis of vendor charges, payments, disputes and cost allocation activities.
- Enabling comprehensive cost-to-revenue financial analysis

Dispute Management:

Included in the Invoice Manager Module

Reporting & Data Analysis:

Inventory Module

Inventory Manager helps organizations centralize and automate the lifecycle of asset accountability from requisition through retirement. Inventory Manager provides a comprehensive and flexible data model that can be configured to track parameters specific to all types of inventory devices and applications. Inventory Manager empowers your organization with the tools to implement and sustain a proactive approach to performance management by:

- Managing the lifecycle of physical inventory.
- Managing procurements and replacements.
- Monitoring vendor performance, procurement costs and deliveries.
- Tracking storage and the distribution of assets.
- Automating maintenance of warranty schedules, maintenance cycles and reviews.
- Accounting for and analyzing the total cost of ownership.
- Enabling compliance to regulatory standards through powerful reports and searching capabilities.
- Maintaining a detailed audit trail for all transactions.

Infrastructure Manager Module

Infrastructure Manager provides a centralized framework to maintain the integrity of your communications network by tracking the continuity from provisioning equipment through fiber strands, cross-connections, cables and service outlets. Infrastructure Manager is integrated within the service desk to help streamline operations by:

- Reducing the time and expense involved to document installations, repairs and changes.
- Efficiently managing the reconfiguration and replacement of cables and network devices.
- Tracking the port configuration of network provisioning devices.
- Governing the integrity of infrastructure documentation.

PINNACLE Service Lifecycle Management

Ordering & Provisioning:

Service Desk Module

Service Desk Manager leverages the capabilities of the entire integrated PINNACLE application suite. Service Desk reduces the costs and time required to process service orders and resolve incidents. The value that Service Desk provides to an organization includes:

- A single point of control for service orders and incidents.
- Powerful self-service options for customers to submit and review the status of processing service orders or incidents.
- Service Catalogs to streamline self-service and process automation.
- Efficient standardization of data entry and quality assurance.
- Automated workflow and routing of tasks.
- Comprehensive insight into the infrastructure to quickly diagnose the business impact of catastrophic incidents.
- Quick categorization and prioritization of resolutions to enable root-cause analysis.

“Other Costs”

Professional Services:

PAETEC consultants will assess the capabilities of your organization and map out a strategy to progressively leverage PINNACLE in a progressive manner. The focus of consulting and training services are limited to but can include:

- Establish a centralized repository for managing all types of services.
- Establish a framework to track the configuration, installation and ownership of every service.
- Configure security roles and privileges to govern access for each specific job role category.
- Publish reports and dashboards to help the organization achieve real-time insight into business operations.
- Configure import files to load data from all existing data repositories.
- Site assessment to assess the current business processes and integrity of existing data repositories.
- Train end users how to manage the lifecycle and ownership for all service types.
- Train designated personnel on customization options regarding modifying field labels, text help and video tutorial.
- Train end-users how to personalize window presentation and save sophisticated custom searches.
- Configure scheduling of CDR routines.
- Configure scheduling of vendor file routines.
- Manage the daily processing activities.
- Resolve exception records.
- Review business requirements for managing vendor activities – contracts, service requests, paying and disputing charges.
- Work with vendors to obtain electronic feeds.
- Work with vendors to consolidate invoices.

| ID | Duration | Start | Task Name | Finish | Resource Names |
|----|-------------------|---------------------------|---|-------------|---|
| 1 | 57.13 days | Sat 1/2/10 | Implementation | Wed 3/24/10 | |
| 2 | 16 days 0 days | Mon 1/4/10 Mon 1/25/10 | Phase 1 - Define End of Define Phase | Mon 1/25/10 | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | 36.13 days | Mon 1/4/10 | Phase 2 - Formulate | Tue 2/23/10 | |
| 17 | 7.13 days | Tue 1/26/10 | Project Planning Stage | Thu 2/4/10 | PAETEC Project Lead |
| 18 | 1 hr | Tue 1/26/10 | Contact primary customer contact to schedule Project Review Conf Call | Tue 1/26/10 | PAETEC Project Lead |
| 19 | 1 hr | Tue 1/26/10 | Prepare Project Review ppt, Contact Sheet, Implementation Strategies Doc & Invoice | Tue 1/26/10 | State of West Virginia Lead |
| 20 | 5 hrs | Tue 1/26/10 | Hold Project Review call with Sales Rep, SAM & Customer Project Manager and Exer | Wed 1/27/10 | PAETEC Project Lead |
| 21 | 1 hr | Wed 1/27/10 | Send contact sheet, imp strategies doc and invoice profile form if applicable to Custom | Wed 1/27/10 | State of WV Project Manager |
| 22 | 1 hr | Wed 1/27/10 | Work with Customer Project Manager to schedule plan on-site visit and update ppt | Mon 2/1/10 | PAETEC Project Lead, PAETEC, State of WV Team |
| 23 | 3 days | Wed 1/27/10 | Conduct project assessment onsite visit | Wed 2/3/10 | PAETEC Project Lead |
| 24 | 2 days | Mon 2/1/10 | Deliver project assessment onsite documents | Wed 2/3/10 | State of WV Project Manager, State of WV Team |
| 25 | 1 day | Wed 2/3/10 | Review and approve documents | Mon 2/1/10 | |
| 26 | 0.13 days | Mon 2/1/10 | Request Relevant Data | Mon 2/1/10 | |
| 27 | 1 hr | Mon 2/1/10 | Vendor Carrier file sample | Mon 2/1/10 | |
| 28 | 1 hr | Mon 2/1/10 | Invoice sample | Mon 2/1/10 | |
| 29 | 1 hr | Mon 2/1/10 | Report samples | Tue 2/23/10 | |
| 30 | 36.13 days | Mon 1/4/10 | Prototype Process | Mon 1/4/10 | PAETEC ASP Operations |
| 31 | 1 hr | Mon 1/4/10 | Provide Access to PAETEC-hosted instance | Thu 2/4/10 | PAETEC Project Lead, PAETEC, State WV Project Manager |
| 32 | 3 days | Mon 2/1/10 | Gather customer sample dataset | Wed 2/10/10 | PAETEC |
| 33 | 4 days | Thu 2/4/10 | Build prototype database | Mon 2/15/10 | PAETEC, State of WV Team |
| 34 | 3 days | Wed 2/10/10 | Webinar 5 - Vendor Invoice Management | Thu 2/18/10 | PAETEC, State of WV Team |
| 35 | 2 days | Mon 2/15/10 | Webinar 7 - Agenda determined by customer | Mon 2/22/10 | PAETEC, State of WV Team |
| 36 | 1 day | Thu 2/18/10 | Complete Data Modeling Discussions | Tue 2/23/10 | PAETEC, State of WV Team |
| 37 | 0 days | Mon 2/22/10 | Prototype recap | Tue 2/23/10 | |
| 38 | | Tue 2/23/10 | End of Formulate Phase | | |
| 39 | | | Phase 3 - Execute | Thu 3/11/10 | |
| 40 | 12 days | Tue 2/23/10 | Build and Maintain Stage | Wed 2/24/10 | |
| 41 | 1 day | Tue 2/23/10 | Configure Core Module | Tue 3/9/10 | |
| 42 | 9 days | Wed 2/24/10 | Configure System Parameters | Wed 2/24/10 | PAETEC |
| 43 | 0.25 days | Wed 2/24/10 | Define the Site Name and Address | Wed 2/24/10 | PAETEC |
| 44 | 0 hrs | Wed 2/24/10 | Define the User Defined List Titles | Wed 2/24/10 | PAETEC |
| 45 | 1 hr | Wed 2/24/10 | Define the User Defined List Values | Thu 3/4/10 | |
| 46 | 1 hr | Wed 2/24/10 | Configure Accounting | Thu 3/4/10 | State of WV Team, PAETEC Consultant |
| 47 | 6.13 days | Wed 2/24/10 | Derive Accounting data elements | Wed 2/24/10 | PAETEC, State of WV |
| 48 | 6.13 days | Wed 2/24/10 | Discuss Accounting data elements | Wed 3/3/10 | State of West Virginia |
| 49 | 2 hrs | Wed 2/24/10 | Retrieve Accounting data sets | Thu 3/4/10 | State of WV Team, PAETEC Consultant |
| 50 | 1 wk | Wed 2/24/10 | Load Accounting data | | |
| 51 | 0.88 days | Wed 3/3/10 | Setup account numbers | | |
| 52 | 0.88 days | Wed 3/3/10 | | | |

Project: Project Template
Date: Tue 9/29/09

Task Progress Milestone

Summary Rolled Up Task Rolled Up Milestone

Roller Up Progress Split External Tasks

Project Summary Group By Summary Deadline

| ID | Duration | Start | Task Name | Finish | Resource Names |
|----|-----------|-------------|---|-------------|---------------------------------|
| 53 | 1 hr | Wed 3/3/10 | Define the Accounting System Profiles | Wed 3/3/10 | |
| 54 | 1 hr | Wed 3/3/10 | Define the Subcodes | Wed 3/3/10 | |
| 55 | 1 hr | Wed 3/3/10 | Identify the Accounting Systems | Wed 3/3/10 | |
| 56 | 1 hr | Wed 3/3/10 | Define Account Number Additional info Regions | Thu 3/4/10 | |
| 57 | 3 hrs | Wed 3/3/10 | Define the Account Numbers | Thu 3/4/10 | |
| 58 | 1 hr | Thu 3/4/10 | Define the Account Number Composite Descriptions | Thu 3/4/10 | |
| 59 | 0.13 days | Thu 3/4/10 | Setup accounting hierarchy | Thu 3/4/10 | |
| 60 | 1 hr | Thu 3/4/10 | Identify the System Income Account Numbers, Subcodes | Thu 3/4/10 | |
| 61 | 0 days | Thu 3/4/10 | Accounting Setup Complete | Wed 3/3/10 | PAETEC & State of West Virginia |
| 62 | 5.5 days | Wed 2/24/10 | Configure Services | Wed 2/24/10 | PAETEC, State of WV |
| 63 | 5.5 days | Wed 2/24/10 | Derive Service data elements | Wed 3/3/10 | State of WV |
| 64 | 1 hr | Wed 2/24/10 | Discuss Service data elements | Wed 3/3/10 | |
| 65 | 1 wk | Wed 2/24/10 | Retrieve Service data sets | Wed 3/3/10 | |
| 66 | 0.38 days | Wed 3/3/10 | Load Service data sets | Wed 3/3/10 | |
| 67 | 0.38 days | Wed 3/3/10 | Setup Service Types & Pools | Wed 3/3/10 | PAETEC & State of West Virginia |
| 68 | 1 hr | Wed 3/3/10 | Define the Service Types | Wed 3/3/10 | PAETEC & State of West Virginia |
| 69 | 1 hr | Wed 3/3/10 | Define Service Additional info Regions | Wed 3/3/10 | PAETEC & State of West Virginia |
| 70 | 1 hr | Wed 3/3/10 | Define Service Additional info Field/Labels | Wed 3/3/10 | PAETEC & State of West Virginia |
| 71 | 1 hr | Wed 3/3/10 | Define the Subscriber Group Service Type Creation Configuration | Wed 3/3/10 | PAETEC & State of West Virginia |
| 72 | 0 days | Wed 2/24/10 | Core Module Configuration Complete | Mon 3/1/10 | PAETEC, State of WV |
| 73 | 3 days | Wed 2/24/10 | Webinar 1 - Navigation and Terminology | Thu 3/4/10 | PAETEC, State of WV |
| 74 | 3 days | Mon 3/1/10 | Webinar 2 - Searching, Creating and Editing Records | Tue 3/9/10 | PAETEC, State of WV |
| 75 | 3 days | Thu 3/4/10 | Webinar 3 - Creating Assignments | Wed 2/24/10 | |
| 76 | 0.75 days | Wed 2/24/10 | Configure Invoice Manager Module | Wed 2/24/10 | |
| 77 | 0.38 days | Wed 2/24/10 | Verify/Modify Accounting System Setup | Wed 2/24/10 | PAETEC & State of West Virginia |
| 78 | 1 hr | Wed 2/24/10 | Define the Accounting System Profiles | Wed 2/24/10 | PAETEC & State of West Virginia |
| 79 | 1 hr | Wed 2/24/10 | Identify the Accounting Systems | Wed 2/24/10 | PAETEC & State of West Virginia |
| 80 | 1 hr | Wed 2/24/10 | Define Accounts | Wed 2/24/10 | PAETEC |
| 81 | 0.38 days | Wed 2/24/10 | Setup Finance Allocations | Wed 2/24/10 | PAETEC |
| 82 | 1 hr | Wed 2/24/10 | Define Finance Allocations | Wed 2/24/10 | PAETEC |
| 83 | 1 hr | Wed 2/24/10 | Finance Allocation Items | Wed 2/24/10 | PAETEC |
| 84 | 1 hr | Wed 2/24/10 | Define Default Finance Allocation Settings | Wed 2/24/10 | PAETEC |
| 85 | 0.13 days | Wed 2/24/10 | Setup Invoice | Wed 2/24/10 | PAETEC |
| 86 | 1 hr | Wed 2/24/10 | Define Invoice Item Types | Wed 2/24/10 | PAETEC |
| 87 | 1 hr | Wed 2/24/10 | Define Invoice Additional info Regions | Wed 2/24/10 | PAETEC |
| 88 | 1 hr | Wed 2/24/10 | Define Invoice Additional info Field/Labels | Wed 2/24/10 | PAETEC |
| 89 | 0.25 days | Wed 2/24/10 | Setup Reconciliation | Wed 2/24/10 | PAETEC |
| 90 | 1 hr | Wed 2/24/10 | Define Reconciliation Processes | Wed 2/24/10 | PAETEC |
| 91 | 1 hr | Wed 2/24/10 | Define Reconciliation Process steps | Wed 2/24/10 | PAETEC & State of West Virginia |
| 92 | 0.5 days | Wed 2/24/10 | Setup Approvals | Wed 2/24/10 | |
| 93 | 1 hr | Wed 2/24/10 | Define Approval Processes | Wed 2/24/10 | |

Rolled Up Progress
 Summary
 Rollover Task
 Milestone

Project Summary
 Group By Summary
 Deadline

Split
 External Tasks

Rollover Milestone

Project: Project Template
Date: Tue 9/29/09

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| ID | Duration | Start | Task Name | Finish | Resource Names | F |
|-----|-----------|-------------|---|-------------|---------------------------------|---|
| 94 | 1 hr | Wed 2/24/10 | Setup Default Approval Process | Wed 2/24/10 | PAETEC & State of West Virginia | |
| 95 | 1 hr | Wed 2/24/10 | Define Approval Levels | Wed 2/24/10 | PAETEC & State of West Virginia | |
| 96 | 1 hr | Wed 2/24/10 | Approval Level Users | Wed 2/24/10 | PAETEC & State of West Virginia | |
| 97 | 0.13 days | Wed 2/24/10 | Setup Disputes | Wed 2/24/10 | PAETEC | |
| 98 | 1 hr | Wed 2/24/10 | Define Dispute Types | Wed 2/24/10 | PAETEC | |
| 99 | 1 hr | Wed 2/24/10 | Define Dispute Resolutions | Wed 2/24/10 | PAETEC | |
| 100 | 1 hr | Wed 2/24/10 | Define Dispute Statuses | Wed 2/24/10 | PAETEC | |
| 101 | 1 hr | Wed 2/24/10 | Define Invoice Manager Controls | Wed 2/24/10 | PAETEC | |
| 102 | 0.25 days | Wed 2/24/10 | Setup Fiscal Years | Wed 2/24/10 | PAETEC | |
| 103 | 1 hr | Wed 2/24/10 | Define Fiscal Years | Wed 2/24/10 | PAETEC | |
| 104 | 1 hr | Wed 2/24/10 | Define Fiscal Periods | Wed 2/24/10 | PAETEC | |
| 105 | 0.25 days | Wed 2/24/10 | Setup Vendor & Contracts | Wed 2/24/10 | PAETEC | |
| 106 | 1 hr | Wed 2/24/10 | Define Vendors | Wed 2/24/10 | PAETEC | |
| 107 | 1 hr | Wed 2/24/10 | Define Vendor Contracts Additional info Regions | Wed 2/24/10 | PAETEC | |
| 108 | 1 hr | Wed 2/24/10 | Define Vendor Contracts Additional info Field/Labels | Wed 2/24/10 | PAETEC | |
| 109 | 1 hr | Wed 2/24/10 | Define Vendor Contracts | Wed 2/24/10 | PAETEC | |
| 110 | 0.63 days | Wed 2/24/10 | Setup Vendor Accounts | Wed 2/24/10 | PAETEC | |
| 111 | 1 hr | Wed 2/24/10 | Define Vendor Account Additional info Regions | Wed 2/24/10 | PAETEC | |
| 112 | 1 hr | Wed 2/24/10 | Define Vendor Account Additional info Field/Labels | Wed 2/24/10 | PAETEC | |
| 113 | 1 hr | Wed 2/24/10 | Define Vendor Accounts | Wed 2/24/10 | PAETEC | |
| 114 | 1 hr | Wed 2/24/10 | Vendor Account Periods | Wed 2/24/10 | PAETEC | |
| 115 | 1 hr | Wed 2/24/10 | Vendor Account Approval Processes | Wed 2/24/10 | PAETEC | |
| 116 | 1 hr | Wed 2/24/10 | Vendor Account AP Allocations | Wed 2/24/10 | PAETEC | |
| 117 | 1 hr | Wed 2/24/10 | Invoice Templates | Wed 2/24/10 | PAETEC | |
| 118 | 1 hr | Wed 2/24/10 | Invoice Template Items | Wed 2/24/10 | PAETEC | |
| 119 | 0.5 days | Wed 2/24/10 | Vendor Services | Wed 2/24/10 | PAETEC | |
| 120 | 1 hr | Wed 2/24/10 | Define Service Types | Wed 2/24/10 | PAETEC | |
| 121 | 1 hr | Wed 2/24/10 | Vendor Services | Wed 2/24/10 | PAETEC | |
| 122 | 1 hr | Wed 2/24/10 | Vendor Service AP allocations | Wed 2/24/10 | PAETEC | |
| 123 | 1 hr | Wed 2/24/10 | Vendor Service Periods | Wed 2/24/10 | PAETEC | |
| 124 | 1 hr | Wed 2/24/10 | Vendor Account Subscribers | Wed 2/24/10 | PAETEC | |
| 125 | 0.5 days | Wed 2/24/10 | Setup Vendor Charges | Wed 2/24/10 | PAETEC | |
| 126 | 1 hr | Wed 2/24/10 | Define Vendor Charge Codes Additional info Regions | Wed 2/24/10 | PAETEC | |
| 127 | 1 hr | Wed 2/24/10 | Define Vendor Charge Codes Additional info Field/Labels | Wed 2/24/10 | PAETEC | |
| 128 | 1 hr | Wed 2/24/10 | Define Vendor Charge Codes | Wed 2/24/10 | PAETEC | |
| 129 | 1 hr | Wed 2/24/10 | Vendor Charge Assignments | Wed 2/24/10 | PAETEC | |
| 130 | 1 hr | Wed 2/24/10 | Vendor Charge Assignment Periods | Wed 2/24/10 | PAETEC | |
| 131 | 1 hr | Wed 2/24/10 | Define Vendor Charge Rates (Nonusage) | Wed 2/24/10 | PAETEC | |
| 132 | 0.38 days | Wed 2/24/10 | Setup Vendor Contacts | Wed 2/24/10 | PAETEC | |
| 133 | 1 hr | Wed 2/24/10 | Define Contacts | Wed 2/24/10 | PAETEC | |
| 134 | 1 hr | Wed 2/24/10 | Define Vendor Contacts | Wed 2/24/10 | PAETEC | |

Project: Project Template
 Date: Tue 9/29/09

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| ID | Duration | Start | Task Name | Finish | Resource Names |
|-----|-----------|-------------|---|-------------|--|
| 135 | 1 hr | Wed 2/24/10 | Define Contact Communications | Wed 2/24/10 | PAETEC |
| 136 | 0.13 days | Wed 2/24/10 | Setup Integrators | Wed 2/24/10 | PAETEC |
| 137 | 1 hr | Wed 2/24/10 | Define/Import Integrators/Usage File Formats | Wed 2/24/10 | PAETEC |
| 138 | 1 hr | Wed 2/24/10 | Configure Import Integrators/Usage File Formats | Wed 2/24/10 | PAETEC |
| 139 | 1 hr | Wed 2/24/10 | Define File Sets | Wed 2/24/10 | PAETEC |
| 140 | 1 hr | Wed 2/24/10 | Define UDR Sources | Wed 2/24/10 | PAETEC |
| 141 | 0.38 days | Wed 2/24/10 | Create Invoices | Wed 2/24/10 | PAETEC |
| 142 | 1 hr | Wed 2/24/10 | Invoices | Wed 2/24/10 | PAETEC |
| 143 | 1 hr | Wed 2/24/10 | Invoice Items | Wed 2/24/10 | PAETEC |
| 144 | 1 hr | Wed 2/24/10 | Disputes | Wed 2/24/10 | PAETEC |
| 145 | 1 hr | Wed 2/24/10 | Dispute Items | Wed 2/24/10 | PAETEC |
| 146 | 1 hr | Wed 2/24/10 | Payments and Adjustments | Wed 2/24/10 | PAETEC |
| 147 | 1 hr | Wed 2/24/10 | Adjustment Allocations | Wed 2/24/10 | PAETEC |
| 148 | 1 hr | Wed 2/24/10 | Define Custom AP Feeds | Wed 2/24/10 | PAETEC |
| 149 | 1 hr | Wed 2/24/10 | Install Reports | Wed 2/24/10 | PAETEC |
| 150 | 0.13 days | Wed 2/24/10 | Configure Security | Wed 2/24/10 | PAETEC & State of West Virginia Security Personnel |
| 151 | 1 hr | Wed 2/24/10 | Pre-Define Addresses | Wed 2/24/10 | PAETEC & State of West Virginia Security Personnel |
| 152 | 1 hr | Wed 2/24/10 | Pre-Define Communication Values | Wed 2/24/10 | PAETEC & State of West Virginia Security Personnel |
| 153 | 1 hr | Wed 2/24/10 | Define Users | Wed 2/24/10 | PAETEC & State of West Virginia Security Personnel |
| 154 | 1 hr | Wed 2/24/10 | Define User Authentications | Wed 2/24/10 | PAETEC & State of West Virginia Security Personnel |
| 155 | 1 hr | Wed 2/24/10 | Associate Users with Roles | Wed 2/24/10 | PAETEC & State of West Virginia Security Personnel |
| 156 | 5 days | Tue 2/23/10 | Automate and Analyze Stage | Tue 2/23/10 | PAETEC |
| 157 | 2 days | Tue 2/23/10 | Install and Configure required set of standard reports and dashboards | Thu 2/25/10 | PAETEC & State of West Virginia |
| 158 | 2 days | Tue 2/23/10 | Define extraction rules from current system(s) | Thu 2/25/10 | PAETEC & State of West Virginia |
| 159 | 2 days | Tue 2/23/10 | Define extraction rules from PINNACLE build database | Thu 2/25/10 | PAETEC & State of West Virginia |
| 160 | 3 days | Thu 2/25/10 | Define customer import file formats | Tue 3/2/10 | PAETEC |
| 161 | 1 day | Tue 2/23/10 | Conduct power user training | Wed 2/24/10 | PAETEC |
| 162 | 1 day | Tue 2/23/10 | Identify end user training requirements | Wed 2/24/10 | PAETEC & State of West Virginia |
| 163 | 1 day | Thu 2/25/10 | Identify production cutover requirements | Fri 2/26/10 | PAETEC & State of West Virginia |
| 164 | 9 days | Fri 2/26/10 | Secure, Train and Test Stage | Thu 3/11/10 | PAETEC & State of West Virginia |
| 165 | 3 days | Tue 3/2/10 | Validate data setup and configuration | Fri 3/5/10 | PAETEC |
| 166 | 3 days | Tue 3/2/10 | Rebuild PINNACLE database | Fri 3/5/10 | PAETEC |
| 167 | 1 day | Fri 3/5/10 | Setup user security | Mon 3/8/10 | PAETEC & State of West Virginia Security Personnel |
| 168 | 3 days | Mon 3/8/10 | Conduct end user training | Thu 3/11/10 | PAETEC |
| 169 | 3 days | Fri 3/5/10 | Perform parallel testing | Wed 3/10/10 | PAETEC & State of West Virginia |
| 170 | 1 day | Fri 2/26/10 | Define production cutover schedule | Mon 3/1/10 | PAETEC & State of West Virginia |
| 171 | 0 days | Sat 1/2/10 | End of Execute Phase | Sat 1/2/10 | |
| 172 | 9 days | Thu 3/11/10 | Phase 4 - Assess | Wed 3/24/10 | |
| 173 | 5 days | Thu 3/11/10 | Cutover Stage | Thu 3/18/10 | |
| 174 | 3 days | Thu 3/11/10 | Perform final production database build | Tue 3/16/10 | PAETEC |

Project: Project Template
Date: Tue 9/23/09

Task Progress Milestone

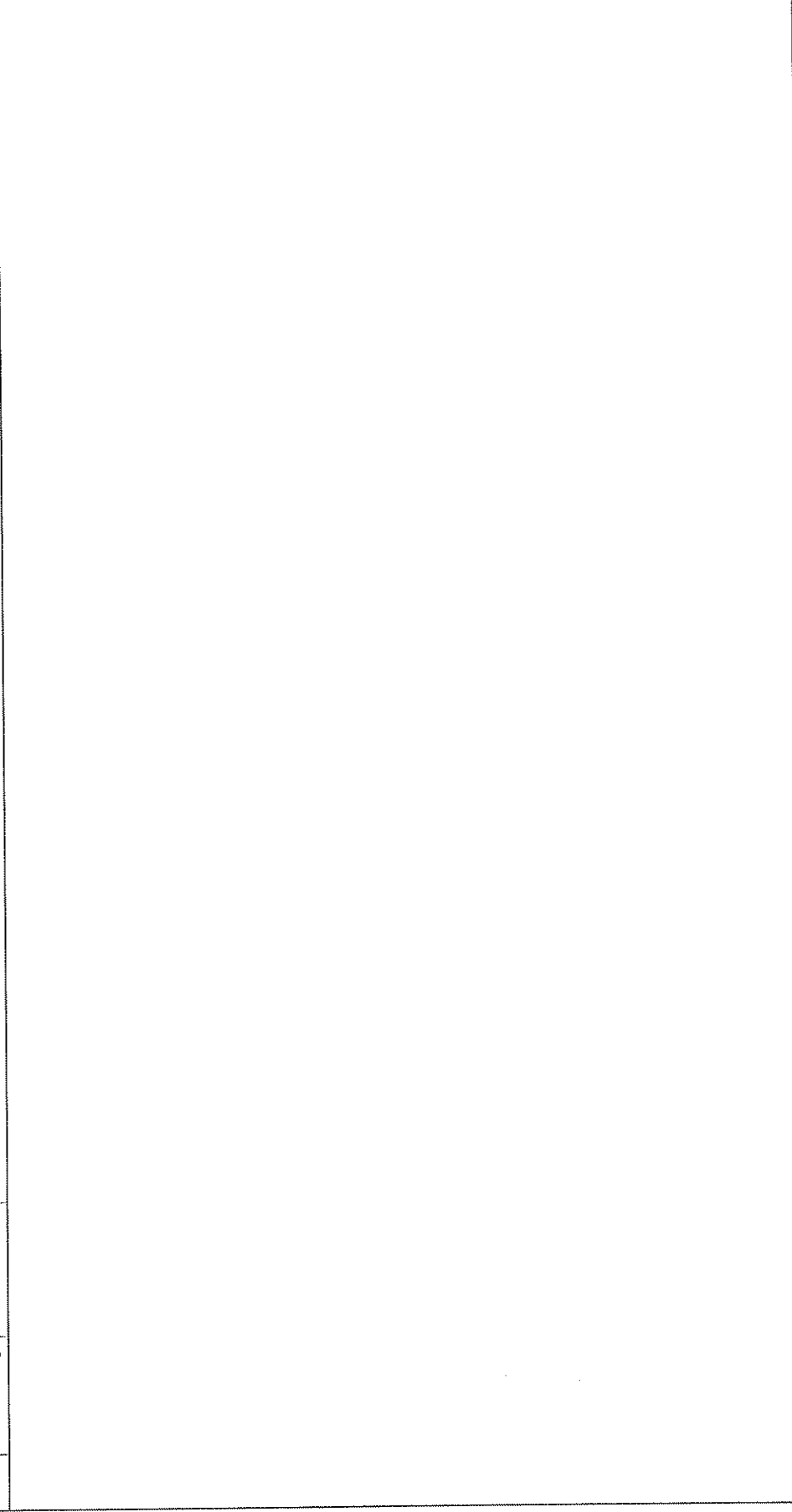
Summary Rolled Up Task Rolled Up Milestone

Rolled Up Progress Split External Tasks

Project Summary Group By Summary Deadline

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| ID | Duration | Start | Task Name | Finish | Resource Names |
|-----|----------|-------------|--|-------------|--|
| 176 | 2 days | Tue 3/16/10 | Stop service management in current system(s) | Thu 3/18/10 | State of WV Team |
| 177 | 2 days | Tue 3/16/10 | Start service management in PINNACLE | Thu 3/18/10 | State of WV Team |
| 178 | 4 days | Thu 3/18/10 | Post-production Stage | Wed 3/24/10 | |
| 179 | 2 days | Thu 3/18/10 | Address post production issues and other items | Mon 3/22/10 | PAETEC, State of WV Team |
| 180 | 1 day | Mon 3/22/10 | Transition to PAETEC Customer Support Operations | Tue 3/23/10 | PAETEC, State of WV Project Manager, State of WV Project Team, Project L |
| 181 | 1 day | Tue 3/23/10 | Complete project closure | Wed 3/24/10 | PAETEC, Project Lead |
| 182 | 0 days | Wed 3/24/10 | End of Assess Phase | Wed 3/24/10 | |
| 183 | 0 days | Wed 3/24/10 | End of PINNACLE Implementation Project | Wed 3/24/10 | |



Project: Project Template
Date: Tue 9/29/09

Task Progress Milestone

Summary

Rolled Up Progress

Rolled Up Task

Rolled Up Milestone

Project Summary

Group By Summary

Deadline

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PINNACLE
Customer Care Guide

Achieve New Heights in Enterprise Communications Management



PAETEC

PINNACLE Enterprise Communications Management

| | |
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I. DOCUMENT PURPOSE

This document defines and explains the roles and responsibilities of the PAETEC Customer Support Team dedicated to supporting the PINNACLE Communications Management Suite. In addition, this document also defines the various levels of support that are available for our Licensed, Hosted and Managed Service customers. This document provides a better understanding of the spectrum of services included in your Maintenance, ASP Hosted or Managed Service agreement and the level of service you should expect in resolving reported issues.

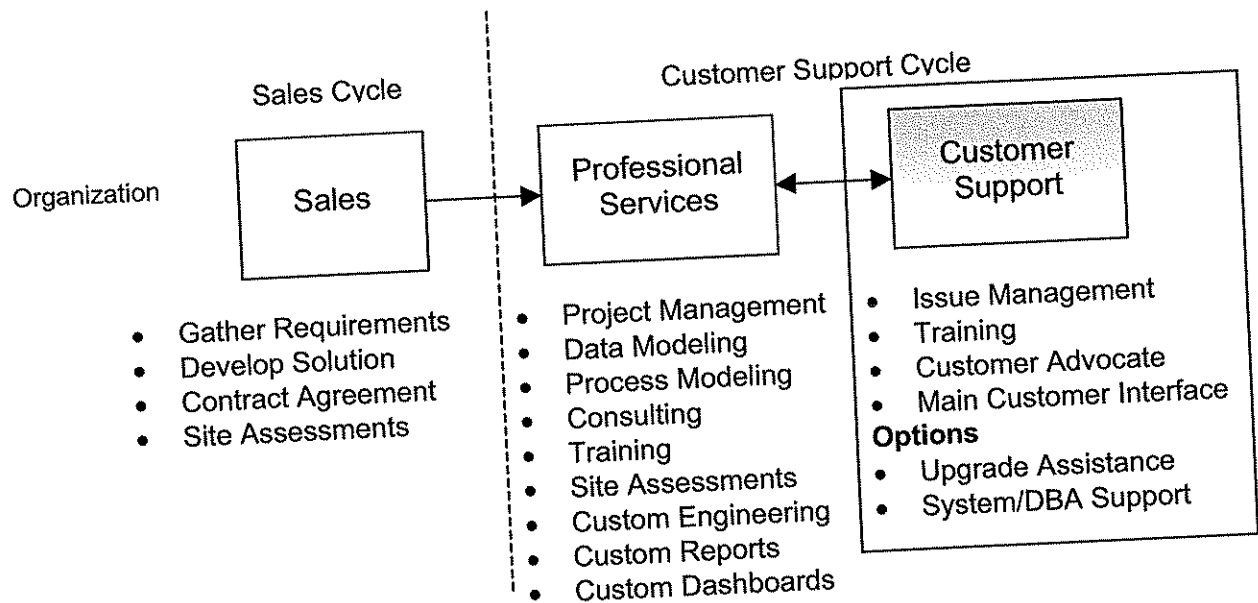
II. CUSTOMER SUPPORT OVERVIEW

The Customer Support Team offers support to all customers using the PINNACLE software products and services provided by PAETEC Software Corp.

A full range of proactive, customer-driven, customer-centric, responsive solutions are available through Customer Support to ensure that you receive the maximum return on your investment. These support solutions are provided by our highly trained staff and through your secure account on the PINNACLE Customer Care website. (<http://www.pinnsoft.com/>)

The level of support required by customers is based on the chosen solution – Licensed, Hosted or Managed Service. PAETEC Customer support provides a full spectrum of Customer Service Delivery Offerings. PAETEC technology enables customers to migrate between offerings while maintaining all existing product functionality.

III. CUSTOMER SUPPORT FOCUS



IV. CUSTOMER SUPPORT OBJECTIVES

Customer Support serves as a central point of contact for every registered customer. They provide answers to general questions as well as resolve problems for all supported solutions – Licensed, Hosted and Managed Service. Customer Support directly resolves issues or coordinates and tracks the resolution of customer problems. For example, when engineering support is required, Customer Support acts as a liaison between the engineering staff and the customer.

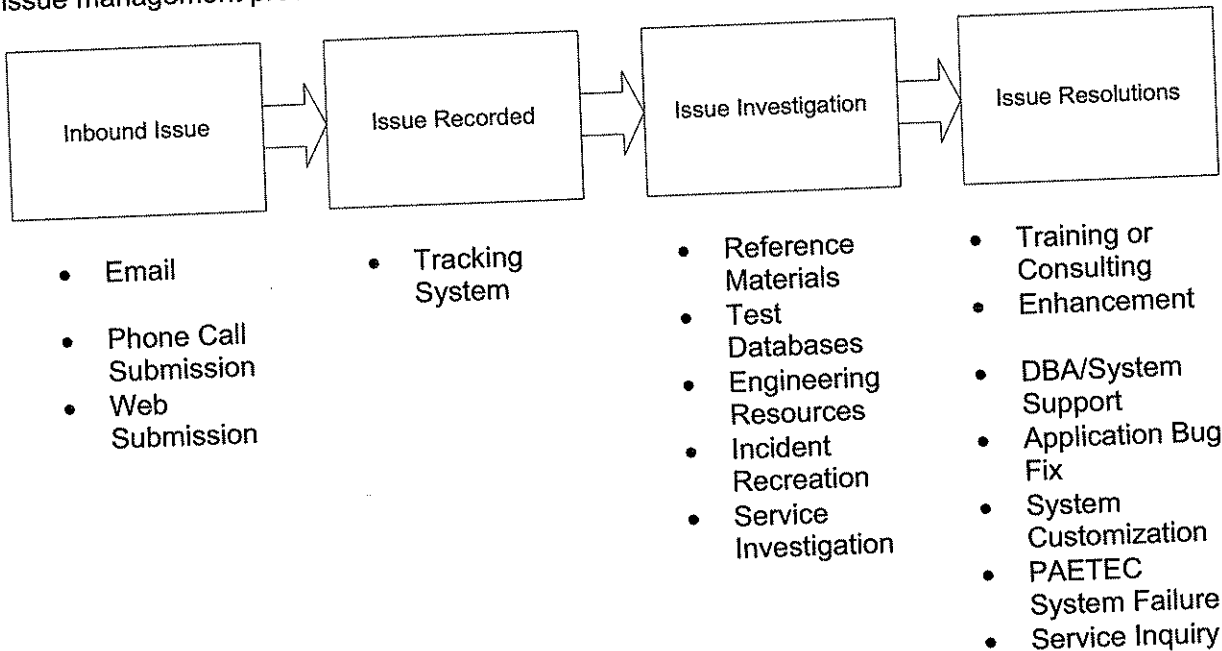
Hosted and Managed Service Support Teams work directly with customers to resolve issues related to disruptions in service or clarification of outsourced services.

Specific objectives of Customer Support are:

- Issue Management
- Ensuring a high-level of customer satisfaction related to all PAETEC Software Products and Services

V. CUSTOMER ISSUE MANAGEMENT

Customer issue management involves capturing and reporting customer submitted issues. The issue management process is as follows:



VI. OVERALL CUSTOMER SATISFACTION

Customer satisfaction is PAETEC's primary goal. Three methods are utilized to measure customer satisfaction related to the PINNACLE software product line:

- Post Issue Satisfaction – Follow up to affirm the issue was resolved
- Post Implementation Satisfaction – Personal validation that services were delivered
- Annual Customer Survey – An anonymous survey of PAETEC's customer base

VII. ISSUE PRIORITY HANDLING PROCEDURES

Standard Categorization of Priorities only apply to Production Database instance

A. PRIORITY 1 – PRODUCTION OUTAGE

Definition: An error in the system that restricts the customer from being able to perform a business-critical function or corrupts the integrity of the database. There is no reasonable work-around or alternative method of performing the system function and the customer cannot continue using the system.

Response: Customer Support will immediately acknowledge any report by the customer of a production outage made during PAETEC business hours. Monday – Friday 8:00 am – 8:00 pm ET.

Action: A priority-one ticket will be opened, and you will be notified of the ticket number and assigned technician. If a priority-one production outage is reported after contracted business hours, a trouble ticket will be opened at the start of the next business day and you will be notified of the ticket number and assigned technician.

A solution to a priority-one issue will be provided to you as soon as possible based on the parameters of the error encountered. Your assigned technician will apprise you of the solution status throughout the process. Solutions to priority-one issues may include new code and/or temporary remedy (work-around), until the fix is incorporated into the next maintenance release.

B. PRIORITY 2 – OPERATION INHIBITED

Definition: When the use of a function or module in the production system is greatly inhibited it takes on a 'Priority 2' status. The issue is considered severe and is adversely affecting your business procedures but does not cause a work stoppage or corrupt the database integrity.

Response: Customer Support will contact you concerning a Priority 2 issue within 4 business hours

Action: Customer Support will create a trouble ticket for the issue and provide you with the ticket number ID and the name of the assigned technician. The solution for a Priority 2 issue or a temporary remedy will be supplied to you as soon as possible based on the parameters of the situation. If any code modifications are required, they will be incorporated into the next maintenance release.

C. PRIORITY 3 – CORRECTION REQUESTED

Definition: The issue does not affect the integrity of the application or customer data but does result in a minor impact on your business procedures.

Response: Customer Support will contact you within 1 business day of the submission of a Priority 3 issue.

Action: Customer Support will create a trouble ticket for the issue and inform you of the ticket number and the name of the assigned technician. The solution for a Priority 3 issue will be incorporated into the next maintenance release.
Note: Maintenance Releases occur between Enhancement Release dates, which typically occur semi-annually

VIII. ISSUE REPORTING PROCEDURE

1. Customer Support logs and tracks all customer calls. When calling Customer Support to report an issue, the following information is required:
 - Customer Name/Contact phone number
 - PINNACLE version
 - Description of the window and any error messages
 - If possible, identification of the PINNACLE V6 Information Window (**Ctrl-Alt-I**)
 - Production database and connection information in which the issue occurred
 - Declared customer priority level
 - Explanation of any local customizations
2. When reporting an issue to Customer Support, make note of the technician's name and the issue ticket number. Maintain contact with that same individual until the issue is resolved. Also refer to the issue ticket number in any subsequent calls or e-mails.
3. It is recommended that you periodically review your open and historical issues using your secure online PINNACLE Customer Care account and inform Customer Support of any concerns regarding status changes on any tickets.

IX. CUSTOMER SUPPORT PROCEDURES

After the information is received, Customer Support will open a ticket and follow these procedures:

- Every effort will be made to resolve the issue over the phone. If the issue is resolved over the phone, the ticket will be closed.
- If the issue cannot be resolved over the phone, the customer support staff member will conduct additional research. This may include recreating the Incident on your database or PAETEC's internal Customer Support database to determine the cause of the issue and all viable solutions.

PINNACLE Enterprise Communications Management

- In the event that the issue requires the expertise of the engineering staff, the issue will be escalated and you will be informed. Customer Support and/or engineering will track the issue and provide status updates.
- In the event that the issue requires the expertise of the Managed Service staff, the issue will be escalated and you will be informed. Customer Support and/or Managed Service staff will track the issue and provide status updates.
- If the issue requires program modifications, the engineering staff will make the necessary modifications and incorporate the changes in the next scheduled maintenance release. Maintenance Releases occur between Enhancement Release dates, which typically occur semi-annually. Customer Support and/or engineering will notify you when the issue has been resolved and indicate which maintenance release will include the resolution.
- Based on the Issue Priority of the ticket, the code modification may be compiled into your production instance as part of the resolution.

X. ISSUE CATEGORIES

Once a course of action has been determined, the ticket will be placed within one of the following categories:

| A. ISSUE CATEGORY | EXPLANATION |
|------------------------|---|
| Training or Consulting | Resolution requires correction of a business procedure or the issue is a general question concerning the application's capabilities. |
| Enhancement | The resolution of the issue is determined to be beyond the scope of the applications design, and therefore will require code modification. |
| DBA/System Support | The resolution of the issue requires environmental settings on the Oracle database server, Web Server, Report Server or web client |
| Application Bug Fix | The resolution to the issue requires modification to the standard software code. |
| System Customization | The resolution of the issues requires a modification to the standard code. Policy and guidelines pertaining to the statements of work for customizations will govern the service request process. |
| PAETEC System Failure | The resolution to the issue is related to correcting an infrastructure or network problem that caused a disruption in service to an ASP Hosted or Managed Service customer. |
| Service Inquiry | The resolution to the issue is related to an inquiry about Managed Services |

XI. ESCALATION PROCEDURE

Should there be questions or concerns related to your situation that requires additional attention, please contact one of the members of the PAETEC management team.

It is recommended to leverage the most direct level of management first as they are dedicated to production support operations and closest to the resources assigned to resolving issues.

| A. LICENSED SERVICE ESCALATION | | | | |
|---------------------------------------|---------------|-----------------------------------|--------------|----------------------------|
| Level | Contact | Title | Phone | Email |
| First | Tom Phelan | Supervisor, Customer Support | 585.340.2744 | Thomas.Phelan@paetec.com |
| Second | Jennifer Beck | Manager, Product Engineering | 585.340.2949 | Jennifer.Beck@paetec.com |
| Third | Terry O'Brien | Director, Service & Operations | 585.340.2884 | Terrence.Obrien@paetec.com |
| Fourth | Larry Foster | V.P. & General Manager | 585.340.2802 | Larry.Foster@paetec.com |

| B. MANAGED AND HOSTED SERVICE ESCALATION | | | | |
|---|---------------|-----------------------------------|--------------|----------------------------|
| Level | Contact | Title | Phone | Email |
| First | Tom Phelan | Supervisor, Customer Support | 585.340.2744 | Thomas.Phelan@paetec.com |
| Second | Kim Lane | Managed Services, Team Leader | 585.340.2760 | Kimberly.Lane@paetec.com |
| Third | Terry O'Brien | Director, Service & Operations | 585.340.2884 | Terrence.Obrien@paetec.com |
| Fourth | Larry Foster | V.P. & General Manager | 585.340.2802 | Larry.Foster@paetec.com |

XII. SOFTWARE LIFE CYCLE

PAETEC continually develops improvements in each PINNACLE software product. The three types of releases and support for each are described below.

| A. PRODUCT RELEASE AND LIFE CYCLE DEFINITIONS | |
|--|--|
| Release Date Type | Explanation and Recommendations For Upgrading |
| Version Release | A Version Release represents a new software version available to the general customer base. Version Releases normally occur every three years. A Version Release incorporates major and often significant global functional enhancements. Customers are advised to work directly with PAETEC in planning, coordinating and applying Version Releases. Customers may need to plan for end-user training to effectively leverage new functionality. The nomenclature ID of the Version Release is the first number: Release N. (e.g. V6.0.0) |
| Enhancement Release | An Enhancement Release indicates that several new enhancements have been added to the product. Enhancement Releases normally occur annually between Version Releases. An Enhancement Release incorporates specific functional enhancements. Customers are advised to work directly with PAETEC in planning, coordinating and applying Enhancement Releases. Enhancement Releases normally require a few days of internal testing prior to applying to Production Release and usually no additional end-user training. The nomenclature ID of Enhancement release number is the second number: X.N.X. (e.g. V6.1.0) |
| Maintenance Release | Maintenance Releases occur between Enhancement Release dates. These releases normally occur semi-annually. A Maintenance Release incorporates resolutions to reported issues and specific minor improvements in usability. Customers can normally apply Maintenance Releases after some internal review and discussion with Customer Support. The nomenclature ID of the Maintenance Release number is the third number: X.X.N. (e.g. V6.0.2) |
| End of Service Life | The date on which PAETEC ceases to provide services for the software specified. |

Note: In order to maintain customer responsiveness and overall quality support to our customer base, PAETEC reserves the right to retire certain products, including older software.

XIII. SUPPORT FOR EACH RELEASE

PAETEC provides two types of support, Comprehensive and Qualified, based on the type of release. The support provided for each release type is detailed below.

| A. TYPE OF SUPPORT | GENERAL VERSION RELEASE | MAINTENANCE OR ENHANCEMENT RELEASE |
|--------------------|---|--|
| Comprehensive | Full support, based on the Maintenance agreement, including immediate software code modifications, from date of release until the next Version Release. This includes patches or hot fixes. | Full support, based on the Maintenance agreement, including software code modifications, from date of release until the next Maintenance or Enhancement Release. |
| Qualified | Full support, based on the Maintenance agreement. Code modifications are included in the next Maintenance or Enhancement Release. This does not include patches or hot fixes. | Full support, based on the Maintenance agreement. Code modifications are included in the next Maintenance or Enhancement Release. |

XIV. END OF SERVICE LIFE DATE

Periodically, PAETEC ends service support for older releases. Since several Version, Maintenance and Enhancement releases will co-exist, older releases used by only a limited number of customers may no longer be supported. PAETEC notifies customers well in advance of the "End of Service Life" date. Typically, notification proceeds official End-Of-Service date by one calendar year.

The traditional support lifecycle for each type of release from the original date of release is outlined in the table below

| Release Type | Lifecycle Support Timeframe |
|--------------|-----------------------------|
| Version | Five (5) years |
| Enhancement | Two (2) years |
| Maintenance | One (1) year |

| Recent lifecycle history of PINNACLE releases | | |
|---|--------------|----------------------------------|
| Version | Release date | Date of Last Maintenance Release |
| 3 | July 1998 | Fall 2001 |
| 4 | July 2001 | Fall 2004 |
| 5 | July 2004 | Spring 2009 |
| 6 | July 2007 | |

XV. HOSTED SERVICES

A. DATA CENTER

PAETEC supports all Hosted customers from its carrier-class data centers. The data centers are staffed for 24x7x365 infrastructure support. PAETEC Data Center operations are reviewed and certified by a qualified third-party ISO certification agency. PAETEC's Data Center supports fast, seamless growth and deployment of new services without a major overhaul to any facet of the infrastructure, therefore avoiding any major disruption to operations. The infrastructure that supports the PAETEC Data Center and network include:

- Sun Microsystem mainframe class hardware for all Oracle databases
- Six-days-a-week hot back-up (no disruption in availability)
- One-day-a-week cold back-up (ten minute disruption)
- Two levels of fault-tolerance
- Redundancy - replicate equivalent data off-site
- Fault Tolerance - replicate data locally
- CPU Memory utilization monitored by Data Center staff
- 75% capacity: upgrade to next model or increase capacity
- Cisco Networking Equipment
- UPS / On-site Generators
- EMC TimeFinder (Back-up)

Data is stored on an EMC network SAN array. The SAN is configured with mirrored drives for redundancy. One of the mirrors is off-lined and replicated nightly to a third mirror. Database backups are then made from the third mirror. Database backups normally require a 20-minute freeze period during scheduled maintenance hours to replicate production data to the mirror drive.

B. SCHEDULED MAINTENANCE

PAETEC's Data Center achieves high-availability on a fully redundant, fault-tolerant IT and support infrastructure in which all potential hardware failures are predetermined and predictable eliminating interruptions to normal data center operations. Regularly scheduled maintenance across our robust, concurrently maintainable systems allows for constant uptime and high availability. PAETEC follows a strict scheduled maintenance program as outlined below.

| Maintenance Schedule (EST) | Planned Activities |
|--|---|
| Daily 2:00-to-4:00 a.m. | System maintenance, database shutdown/startup and backup |
| Saturdays 12:00-to-6:00 a.m. | Operating system and database patches, maintenance and tuning |
| First Saturday every month 10:00 p.m. to 7:00 a.m. | Operating system and database upgrades, related maintenance and tuning. |

C. EXTENUATING CIRCUMSTANCES

In order to prevent potential degradation of service, PAETEC may implement changes to the Hosted Service environment without the prior approval of Hosted or Managed Service customers. PAETEC does communicate all changes to customers through PINNACLE Customer Support in a timely manner and strives to implement non-scheduled changes during planned maintenance windows.

D. OUTAGE NOTIFICATION

PAETEC's Data Center Service Support team notifies the PINNACLE Managed Services team who in turn notify the PINNACLE Contact(s) at the Customer's site. Customers should report disruptions in service through the PINNACLE Managed Service team who will then take ownership and track the problem through resolution.

E. DATA RECOVERY

The PINNACLE Oracle databases are configured to run in archive log mode. This means that all transactions are written to a log on a separate disk volume rather than the underlying database tables. In the event of a simultaneous catastrophic disk failure for both mirrors of the EMC array, the database is recovered from the previous evening's backup. The archive logs are then applied to the database to recover to the point in time prior to the failure.

F. OFF-SITE STORAGE AND RETENTION

Weekly backups are copied to tape and temporarily stored at the PAETEC Data Center. Copies of these tapes are then transported off-site for secure storage. The retention timeframe for the backup tapes is as follows:

| Backup Activity | Retention Timeframe |
|----------------------------------|---|
| First full weekend of each month | <ul style="list-style-type: none"> Off-site - retained for 3 months On-site - retained for 3 months |
| Other weekend backups | <ul style="list-style-type: none"> Off-site - retained for 2 months On-site - retained for 2 months |
| All other backups | <ul style="list-style-type: none"> On-site - retained for 2 months |
| Daily archive of raw CDR | FTP directory made available 24x7x365 for Hosted Customers to download |
| Packaged monthly archive of CDR | Monthly CD or DVD sent to customer |

G. NETWORK CONNECTIVITY AND SECURITY

Connectivity to the ASP Data Center is via HTTPS (Secure HyperText) protocol supporting secure encrypted communication between the Hosted client's desktop and PAETEC Data Center.

PAETEC has redundant connections to the Internet, to ensure maximum up time. Both external connections are bridged to a network segment (DMZ – Demilitarized Zone). Only HTTPS, ICA and FTP protocols are allowed into this DMZ.

Only the Web and Report servers can communicate with the database server, which is on a separate LAN segment. Only SQLnet is allowed to connect to the database server, and only from PAETEC internally designated IP addresses of the Web and Report server's second NIC (Network Interface Card).

H. APPLICATION AUTHENTICATION

Authentication to the application requires password verification. PINNACLE is delivered with the PINNACLE authenticator defined as the default, and it has been designed specifically for the application. Three other authenticators can be used in place of PINNACLE: LDAP, SSO or Custom. If you want to use an authenticator other than PINNACLE, you must create the Authenticator Profile and designate it as the default.

I. HOSTED APPLICATION SYSTEM ARCHITECTURE

The following diagram and subsequent explanation overviews the system infrastructure supporting PAETEC Hosted services.

J. SYSTEM PROCESS FLOW

1. The raw switch CDR is FTP'd either to an interim call buffer or directly to an FTP server located in the PAETEC Data Center.
2. Individual Customer client workstations running an Internet Explorer 6.0 (or greater) browser or Firefox 1.0 (or greater) browser will connect via the Internet to PAETEC's PINNACLE Web server. The Web server delivers dynamic pages from the PINNACLE database server.
3. A user must be authenticated before being logged onto PINNACLE. The value of the Login and Password are encrypted and validated against the enterprise authenticator directory (PINNACLE, LDAP, SSO, Custom).
4. All printing is available through the customer's local printer(s).
5. In the event that the redundant network is unavailable, the client can connect via the backup modem pool and RAS server. Clients requesting this backup service will receive RSA secure ID to manage network login authentication.
6. The PINNLINK mediation server is used for Switch Provisioning, Switch Audit, and Authorization Code Provisioning.

PINNACLE Enterprise Communications Management

XVI. PINNACLE CUSTOMER SUPPORT AND PRODUCT MAINTENANCE OFFERINGS

| Program Level | License | Hosted | Managed |
|---|--------------------|--------------------|--------------------|
| A. Account Management | | | |
| Senior Account Manager | Included | Included | Included |
| B. Customer Communication | | | |
| Invitation to Annual PINNACLE User Conference | Included | Included | Included |
| Quarterly newsletter | Included | Included | Included |
| PINNACLE community list serve | Included | Included | Included |
| Vendor alert notifications | Included | Included | Included |
| C. Customer Information | | | |
| Secure MyAccount on Customer Care website | Included | Included | Included |
| Web Issue Submission & Monitoring | Included | Included | Included |
| D. Product Information | | | |
| Product Documentation | Included | Included | Included |
| Product Training Video Tutorials | Included | Included | Included |
| Tools & Best Practice Sharing via Customer Care site | Included | Included | Included |
| E. Tariff and NPA/NXX Subscription | | | |
| Call Rate Tables (Monthly Updates) | Included* | Included | Included |
| Area Code Tables (Monthly Updates) | Included* | Included | Included |
| * Requires Usage Management License Add-on | | | |
| F. Product Support | | | |
| Software Defect Remedial Support | Included | Included | Included |
| Custom Rating Package Update | 1 Per /Yr. | 1 Per /Yr. | 1 Per /Yr. |
| G. Help Desk | | | |
| Hours of PINNACLE Support Operation (based on EST, M-F) | 8:00 AM to 8:00 PM | 8:00 AM to 8:00 PM | 8:00 AM to 8:00 PM |
| Hours of PAETEC Data Center Support Operations | Not Applicable | 24x7 | 24x7 |
| Annual Ad-hoc Product Training Hours (remote) | 4 | 16 | Not Applicable |
| H. Software Releases & Support | | | |
| Maintenance Releases (x.x.N) | Included | Included | Included |
| Maintenance Upgrade Analysis | Included | Not Applicable | Not Applicable |
| Consulting Support for Maintenance Upgrades | Included | Not Applicable | Not Applicable |
| Enhancement Releases (x.N.x) | Included | Included | Included |
| Enhancement Upgrade Analysis | Included | Not Applicable | Not Applicable |
| Consulting Support for Enhancement Upgrades | Included | Included | Not Applicable |
| Licensed Product Releases (N.x.x) | Included | Included | Included |
| Consulting Support for Product Upgrades | Billable Option | Included | Not Applicable |
| Annual Systems Performance Audit (remote) | Billable Option | Included | Included |
| I. Implementation Support | | | |
| PINNACLE Database Server for Implementation Startup | Included | Included | Included |
| FTP File Server for Implementation Startup | Included | Included | Included |
| Report Server for Implementation Startup | Included | Included | Included |

XVII. PINNACLE PROFESSIONAL SERVICE AND HOSTED SERVICE OFFERINGS

| Program Level | License | Hosted | Managed |
|---|------------------------|------------------------|-----------------------|
| J. Professional Services | | | |
| Monthly Operations Review (remote) | <i>Billable Option</i> | <i>Billable Option</i> | <i>Not Applicable</i> |
| Annual Application Effectiveness Audit (on-site) | <i>Billable Option</i> | <i>Billable Option</i> | <i>Included</i> |
| K. Hardware Support | | | |
| Test PINNACLE Database Server | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| Production PINNACLE Database Server | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| Secure FTP File Server | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| Report Server | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| Polling Device | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| RAS backup dial up and VPN access to Hosted Servers | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| L. Database Administration | | | |
| Annual Systems Database Performance Audit | <i>Billable Option</i> | <i>Included</i> | <i>Included</i> |
| Managed Oracle database | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| Compile custom procedures as needed | <i>Billable Option</i> | <i>Included</i> | <i>Included</i> |
| Apply monthly VandH updates | <i>Billable Option</i> | <i>Included</i> | <i>Included</i> |
| Apply Tariff updates as requested | <i>Billable Option</i> | <i>Included</i> | <i>Included</i> |
| M. System Administration | | | |
| Manage all Hosted Servers | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| Certify and Managed the Business Continuity plan | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| N. Security | | | |
| Create Job Roles and Security Groups | <i>Billable Option</i> | <i>Included</i> | <i>Included</i> |
| Manage all user accounts | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| O. Switch Polling | | | |
| Manage all rating activities | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |
| Distribute raw switch data DVDs to customer site | <i>Not Applicable</i> | <i>Included</i> | <i>Included</i> |

XVIII. PINNACLE MANAGED SERVICE OFFERINGS

| Program Level | License | Hosted | Managed |
|---|------------------------|------------------------|------------------------|
| P. Managed Services | | | |
| Process Vendor Invoices | <i>Billable Option</i> | <i>Billable Option</i> | <i>Included</i> |
| Dispute Management with carriers | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Contract Option</i> |
| Service and Network Cost Optimization | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Contract Option</i> |
| General Accounts Payable (AP) feed file | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Included</i> |
| Manage Call Accounting Activities | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Contract Option</i> |
| Manage charge back activities | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Contract Option</i> |
| Manage internal payments | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Contract Option</i> |
| Manage Service Order operations | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Contract Option</i> |
| Manage Switch Audit processes | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Contract Option</i> |
| Custom Reports | <i>Billable Option</i> | <i>Billable Option</i> | <i>Contract Option</i> |

XIV. OFFERINGS DEFINITIONS

A. Account Management: Senior Account Manager

Each customer is assigned to a Senior Account Manager, responsible for managing the business relationship, providing support options, and negotiating additional services.

B. Customer Communication: PINNACLE Users Conference

This annual event provides end-users with several days of valuable training classes and interaction with fellow PINNACLE users.

Quarterly newsletter

Highlights upcoming events, recent accomplishments and other newsworthy information. This publication is emailed and posted to the Customer Care website.

PINNACLE Community Listserv

This PINNACLE listserv community is hosted by one of our PAETEC customers (Cornell University). It provides an environment for users to exchange ideas and ask questions.

Vendor alert notifications

All designated personnel will be notified via email when any new updated information is available for download regarding the PINNACLE Product announcements and/or related environment software.

C. Customer Information: Secure MyAccount

Every customer contact receives a secure login to the www.pinsoft.com website. Permissions and information availability for the end user is determined by the customer site and can be different for each of their assigned site contacts.

Web Issue Submission and Monitoring

All assigned site contacts are granted secure, 24x7x365 access to monitor or report on the status of all open and closed issues submitted on behalf of their site.

D. Product Information: Product Documentation

This document is a context-sensitive reference used to provide details pertaining to why a particular feature function is incorporated into a product. Hard copy documentation can be produced from the product as needed. Customers can modify and/or enhance the documentation to accommodate local support requirements and terminology.

Product Training Tutorials

Context-sensitive FLASH™ video tutorials to illustrate how to use the product. Clicking the "movie" icon allows access to these tutorials. Customers can replace the standard suite of video tutorials or create and incorporate additional tutorials as needed.

Tools and Best Practices
Sharing

All source files for the system documentation are incorporated into the product enabling each site to customize it to fit their specific business practices and environment needs. Customers can publish and share their ideas and documentation through the PINNACLE File Exchange server.

**E. Tariff and NPA/NXX
Subscription
Call Rate Tables**

A periodical update of AT&T tariff rates for all international country codes, and domestic mileage rates. This includes the following: IntraLATA, IntraSTATE, InterSTATE, Canadian, Mexican, International and International 809 Rates.

Area Code Tables

A monthly update of all area codes and exchanges published in the North American dialing plan, as well as Mexican region and city codes, are made available for download on the www.pinnsoft.com website.

**F. Product Support
Software Defect Remedial
Support**

Resolution of all reported issues to the PINNACLE Customer Support team.

Custom Rating Package Update
(*legacy support for V5 or older*)

Modifications to the PAETEC delivered usage (CDR) parsing package and body. Customer Support will modify one existing rating package and body, based on the customer's defined changes, per year. New/additional rating packages and bodies or multiple package and body updates may be contracted via Professional Services as needed.

**G. Help Desk
Hours of Operation**

Defined hours of operation for the PINNACLE Customer Support staff, based on EST, Monday thru Friday.

Hours of PAETEC Data Center
Operation

Defined hours of operation for the PAETEC Customer Support staff

Ad-hoc Product Training Hours

These hours are provided for general ad-hoc consulting and training questions, not for custom development and/or upgrade related issue or support. A report of time remaining will be made available and additional hours may be purchased, as needed, in accordance with the current support level.

H. Software Releases & Support

Maintenance Release

Electronic fulfillment of all maintenance releases for all PAETEC licensed software components. The third number listed in the version classification designates maintenance releases. An example of a maintenance release version number is, VX.X.N.

Maintenance Upgrade Analysis

Analysis of maintenance upgrade-generated log files to determine if the upgrade was successful for all PAETEC licensed software components. Upgrade analysis is limited to a maximum of two (2) customer databases. Traditionally, these are a test database and production database.

Consulting Support for Maintenance Upgrades

Customer Support technical staff will provide possible resolutions to issues submitted regarding the maintenance upgrade process and/or issues that are a result of the upgrade process for all PAETEC licensed software components. Consulting for maintenance upgrades is limited to a maximum of two (2) customer databases. Traditionally, these are a test database and production database.

Enhancement Release

Electronic fulfillment of all enhancements within a version series for all PAETEC licensed software components. The second number listed in the version classification designates enhancement releases. An example of an enhancement release is, V X.N.X.

Enhancement Upgrade Analysis

Analysis of enhancement upgrade-generated log files to determine if an upgrade was successful for all PAETEC licensed software components. Upgrade analysis is limited to a maximum of two (2) customer databases. Traditionally, these are a test database and production database.

Consulting Support for Enhancement Upgrades

Customer Support technical staff will provide possible resolutions to issues submitted regarding the enhancement upgrade process and/or issues that are a result of the upgrade process for all PAETEC licensed software components. Consulting for enhancement upgrades is limited to a maximum of two (2) customer databases. Traditionally, these are a test database and production database.

Licensed Version Release

Electronic fulfillment of a major version release for all PAETEC licensed software components. The first number listed in the version classification designates product releases. An example of a version release is, V N.X.X

Consulting Support for Product Upgrades

Professional Services will consult and review customer data in support of migrating from one PINNACLE version to the next.

Confidential

PINNACLE Enterprise Communications Management

I. Implementation Support

Database Server for
Implementation Startup

PAETEC provides a free temporary hosted service to help jumpstart implementation data modeling and process modeling activities until the customer can set up their servers.

FTP File Server for
Implementation Startup

The FTP server provides a means to upload raw CDR and import records into the PINNACLE application.

Report Server for
Implementation Startup

The Report Server provides a means to analyze records and determine the type of reports that will be required to manage local operations

J. Professional Services
Monthly Operation Review

PAETEC will conduct a conference call in support of follow-up activities related to training and other services provided by PAETEC.

Annual Application
Effectiveness Audit

Professional Services will remotely consult and review customer procedures and business policies to ensure that the PAETEC application is being utilized as efficiently as possible within the customer's environment. A detailed written evaluation will be provided containing any suggestions for improving the use of the system and end-user proficiency.

K. Hardware Support
Test PINNACLE Database
Server

All Hosted customers are provided access to a Test instance to support the validation of upgrades and customizations before they are applied to the production instance.

Production PINNACLE
Database Server

Production database access is provided to all Hosted Customers. Scheduled maintenance windows are used to conduct database service support activities.

Secure FTP File Server

The FTP file provides the ability to upload import files, CDR files and vendor charge files for batch loading records into the PINNACLE application.

Report Server

The Report Server provides a means to publish Crystal reports into the PINNACLE application

Polling Device

The Polling device is used to collect raw switch data records and then FTP them to a secure directory on the FTP server.

RAS backup dial up and VPN
access to Hosted servers

The RAS dial-in backup provides on-demand access in the case of sustained catastrophic network failure.

PINNACLE Enterprise Communications Management

L. Database Administration
Annual Systems Database
Performance Audit

A qualified Data Center support technician will remotely perform an Oracle database systems audit to analyze items such as file back-up and reorganization procedures, sequences of batch jobs, and overall system procedure processing speed. A written evaluation containing suggestions for system performance improvement will be provided upon completion.

Managed Oracle database

The PAETEC certified Oracle DBA staff assumes responsibility for:

- Managing Oracle Tablespace and overall database growth
- Tuning database parameters to ensure optimal application performance
- Keeping the Oracle optimizer statistics up-to-date by running statistics on the PINNACLE Tables and related indexes
- Monitoring I/O to insure there are no processing bottlenecks
- Monitoring poor performing database code and tuning as needed
- Insuring there are proper system resources to support the application and database
- Administering procedures for managing Test and Production instances
- Applying application updates to the PINNACLE Test Server before Production Server

Apply monthly VandH updates

The monthly Area Code and Exchange (Vertical and Horizontal) master lookup table from CCMI will be uploaded into the PINNACLE application to replace the existing version.

Apply Tariff updates as requested

The international and/or interstate CCMI master lookup rate tables will be uploaded into the PINNACLE application to replace the existing version.

M. System Administration

Manage suite of PINNACLE

Servers:

- Oracle database
- Web server
- Report server
- FTP server

The PAETEC certified System Administrator staff assumes responsibility for:

- Managing hard drive utilization and ensuring sufficient capacity
- Managing CPU performance
- Managing RAM allocation
- Ensuring automated backups complete properly for Test and Production instances
- Periodically validate Recover techniques using the Test and Production Servers
- Keeping the operating system up-to-date with all patches
- Monitoring I/O to insure there are no processing bottlenecks
- Monitoring automated agents that report on status of system activities
- Managing automated backups and recovery operations
- Monitoring I/O to proactively alleviate potential bottlenecks
- Installing all necessary virus protection and security patches
- Monitoring FTP file server and remove old files
- Conducting trend analysis and make recommendations
- Providing emergency repairs as needed
- Validating SOX compliance

Certify and manage the Business Continuity plan

PAETEC Data Center personnel assume responsibility for:

- Restoration of normal operational service with minimal business impact on the Customer within agreed service levels and business priorities in the most timely manner possible
- Managing Disaster Recovery activities
- Periodically test Recover procedures with Test Instance
- Validating SOX compliance with external auditor

N. Security

Create Job Roles and Security Groups

PAETEC trained technicians will:

- Work with customer to define PINNACLE Security Roles
- Configure authentication to work with customer's authentication system

Manage all user accounts

PAETEC trained technicians will:

- Create user accounts and assign users to roles
- Review user activities and freeze delinquent accounts
- Monitor activities and proactively resolve fraudulent activities

PINNACLE Enterprise Communications Management

O. Switch Polling

Manage all rating activities

PAETEC trained technicians will:

- Configure and monitor the necessary alarms and events for each specific polling site (i.e. define CDR thresholds relative to each site, etc.)
- Execute scripts or reports to analyze rating activities
- Monitor polling operations and daily polling statistics
- Execute proper notification and escalation of any disruptions
- Maintain backups of raw switch data

Distribute raw switch data DVDs to customer site

PAETEC will send a monthly CD or DVD package of all daily raw CDR archive files to comply with FCC requirements

P. Managed Service Offerings
Process Vendor Invoices

Within 5 business days of receiving electronic invoice data:

- Load raw vendor invoice records
- Execute Reconciliation to identify errors against
 - Previous invoice baseline
 - Existing Accounts and Services
- Execute and notify customer of reports to review

Initiate Disputes with Carriers

Within 7 business days of receiving electronic invoice data:

- Work with Customer to identify disputes
- Log disputes using the PINNACLE Dispute Management feature
- Generate exception file with relevant data to engage carrier

Service and Network Cost Optimization

Work with Customer representatives to identify and discuss opportunities for cost optimization and make recommendations regarding:

- Trends on unused services (e.g. cell phones)
- Correlation of actual usage to leased plan
- Voice network traffic analysis (e.g. Erlang B analysis)

General Accounts Payable (AP) feed file

Generate AP feed file to feed to customer's AP system no more than five business days after Customer has approved invoice for payment.

Manage internal payments

- Receive and enter payments relative to Accounts Receivable operations
- Review Accounts Receivable reports
- Resolve customer billing disputes and apply necessary credits when applicable
- Process changes to customers (e.g. Subscribers, Departments and Accounts)
- Manage additions/changes/deletions of billed customers (e.g. Subscribers)

PINNACLE Enterprise Communications Management

Manage Call Accounting Activities

Setup and Maintain Call Rating activities:

- Resolve Unrated Calls on a daily basis
- Document and keep up-to-date on all extensions (DIDs, Non-DIDs, etc) assigned to each switch
- Correlate active telephones with PINNACLE Service Number Mapping Pools
- Review reports about new circuits installed at each switch site
- Manage Trunk configuration to support Traffic Analysis
- Review Traffic Analysis reports with customer
- Run periodic reports in support of analyzing usage and managing operations.

Manage charge back activities

- Analyze and manage all internal charge back and billing activities
- Manage rate table updates for recurring, non-recurring and usage charges

Manage Switch Audit processes

- Reconcile programmed feature assignments with actual switch configuration

Custom Reports

- Gather requirements from end-users and managers
- Identify the PINNACLE V6 Views used to develop queries (e.g. **Ctrl-Alt-I** information window)
- Advise customer on how to leverage the PINNACLE V6 Advanced Search and Saved Search options to alleviate need to create custom Crystal Reports
- Generate and publish reports based on internal requirements
- Manage access to published reports
- Manage import updates from other systems
- Develop interfaces to other systems (G/L, HR, etc.)

PINNACLE Enterprise Communications Management

Student Resale

PAETEC will manage all aspects of a resale program for students including:

- Managing the marketing program
- Creation of accounts
- Create interfaces to obtain updates and deletion of accounts
- Establish and enforce credit limits
- Manage shutdowns and startups for each academic term
- Publish and distribute training material for students
- Distribute secure authorization codes for students to use telecommunication network
- Manage revenue assurance including all aspects of collections – lockbox, Billing Receivables and Accounts Receivables
- Manage automated credit card payment programs

Affiliate billing services

PAETEC will manage telecommunication services for sponsored Higher Education programs such as:

- Billing affiliations that use the university's telecommunication services for
- Conferences
- Summer workshops
- Marketing campaigns

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**PAETEC Software Corp.
 One PAETEC Plaza
 600 WillowBrook Office Park
 Fairport, NY 14450
 (585) 340-2900**

LICENSE AGREEMENT

| | |
|------------------------------|--|
| Customer | Customer Address |
| Product | PINNACLE Service Manager Module (for up to xxx lines and xxx sites) PINNACLE Usage Manager Module PINNACLE Invoice Manager Module (for up to \$X,XXX,XXX.00/annual communications spend) PINNACLE Chargeback Manager Module PINNACLE Service Desk Manager Module PINNACLE Inventory Manager Module PINNACLE Infrastructure Manager Module PINNACLE Optimization Manager Module PINNACLE E911 Manager Module PINNACLE Carrier Integration Manager Module PINNACLE Telephony Integration Manager Module – Authorization Code (for SWITCH_TYPE within xxx sites) PINNACLE Telephony Integration Manager Module – Switch Provisioning (for SWITCH_TYPE within xxx sites) PINNACLE Telephony Integration Manager Module – Switch Audit (for SWITCH_TYPE within xxx sites) PINNACLE Application Integration Manager Module |
| Runtime Software | Oracle 10g Database Standard Edition – supplied by _____ Crystal Developer 10 (___ user license) |
| Platform | Server - To Be Determined Client - Windows 2000/XP |
| Product License Fee | \$xxxxx |
| Payment Schedule | \$xxxxx, payable upon signing \$xxxxx, payable upon delivery \$xxxxx, payable 60 days after delivery |
| Equipment | (1) Asentria Teleboss 850 with SFTP, XXMb, 2-port, 56k modem, 10Mb ethernet card. \$x,xxx, payable upon delivery |
| Professional Services | _____ days included in the License Fee _____ days at \$1,800.00/day for Consulting/Engineering/Training, Reimbursable as incurred. Travel and living reimbursed as incurred. |

This license agreement is subject to the terms and conditions on the following pages. Until accepted by PAETEC Software Corp., this license agreement will be considered an offer by the Customer.

Customer

By _____
Signature

Printed Name

Title _____

Date _____

PAETEC Software Corp.

By _____
Signature

Printed Name

Title _____

Date _____

1. License

PAETEC Software Corporation (PAETEC) grants to the Customer a nonexclusive nontransferable perpetual license for the use of the Product. PAETEC will deliver one copy of the source and object code for the Product to the Customer. This license includes the right to use the Runtime Software ordered in object code form solely in connection with the use of the Product and subject to the use restrictions imposed upon the use of the Product. The Customer will not acquire any ownership rights to the Product or in any Product trademark or service mark and all rights to the Product will remain the property of PAETEC. The Customer may not in any way transfer its right to use the Product to others. The Customer may reproduce Product code and related material to enable the Customer to use the Product provided. All reproductions must display the PAETEC copyright and proprietary rights notices. All modifications, upgrades and enhancements, whether made by PAETEC, the Customer or others, will be subject to the use restrictions contained herein.

2. Sublicensed Software

This license may include software sublicensed to the Customer by PAETEC (Software). The Customer will restrict the use of the Software to object code, will not transfer it except for a temporary transfer in the event of a computer malfunction, will not make any assignment or a timesharing or rental arrangement or transfer title to itself or others and will not reverse engineer, disassemble, decompile or duplicate except for a single back-up or archival copy. The Customer disclaims, to the extent permitted by applicable law, the licensor's liability for any damages, whether direct, indirect, incidental or consequential arising from the use of the Software, at the termination of this license will discontinue use and destroy all copies of the Software materials and documentation, will not publish any results of benchmark tests, will comply with all applicable export laws and regulations to assure that the Software is not exported in violation of applicable law and, to the extent permitted by applicable law, designates the licensor as a third party beneficiary with respect to the Software.

3. Protection

The Customer will not disclose or otherwise make Product code or related material, the terms of this license agreement or other confidential materials or information of PAETEC available, except to its authorized personnel and to other authorized persons in confidence only for purposes related to the use of the Product by the Customer or except as required by law. The Customer will use its best efforts to prevent any unauthorized use of the Product.

4. Warranty

PAETEC warrants to the Customer that the Product will perform the functions described in the Product documentation provided by PAETEC to the Customer and that the Product will be Y2k compliant. PAETEC does not warrant that the Product is error free. PAETEC's sole obligation under this warranty will be to address the correction of program errors and malfunctions reported to PAETEC by the Customer only during a 90-day period commencing upon the delivery of the Product to the Customer. **PAETEC'S WARRANTY IS EXCLUSIVE AND IN LIEU OF OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**

5. License Fee

A. The license fee to be charged to the Customer will be paid according to the payment schedule identified on the first page of this Agreement. The license fee will be payable in U.S. dollars and does not include any taxes. If PAETEC is required to pay sales or other taxes based upon the license granted or the use of the Product, the Customer will reimburse PAETEC the amount of taxes paid by PAETEC. If the Customer does not remit to PAETEC within 30 days after receipt of PAETEC's invoice, the Customer will pay PAETEC a late charge of the lesser of 1.5% a month or the maximum amount permitted by applicable state law for unpaid amounts due PAETEC. Any collection costs incurred by PAETEC, including reasonable counsel fees, will be reimbursed by the Customer. License pricing is based on number of Lines, number of Units, Annual Spend. A single "Line" includes but is not necessarily limited to each of the following: a Centrex Line; an ISDN BRI Line; an ISDN PRI Line; a Flexpath Line; a 1MB (POTS) Line; an Auxiliary Line; an Off-Premises Extension (OPX) Line; a DS0 Line; a Voice over IP (VoIP) Line; and any active DID or DOD telephone number managed by the Licensed Software. A "Unit" is defined as [PSA/SAM TO PROVIDE] Annual Spend is defined as total annual carrier spend managed by the Licensed Software based on a three-month average.

5a. Right to Audit

Upon prior written notice thereof, Customer agrees that PAETEC may audit Customer's use of the licensed Product Modules at such times as Customer and PAETEC reasonably agree. Notwithstanding the foregoing, PAETEC may conduct an audit at a minimum of once a year. Regarding system access and audit results, PAETEC and the Customer shall work together in good faith to determine the current license use. As a result of the audit, should the license require expansion beyond the current limitation of XX Lines, XX Units or \$XX Annual Spend, Customer agrees to pay PAETEC \$XX,XXX.00 for each XX Lines, XX Units, \$XX increase in Annual Spend, added to the license restriction set forth herein plus 17% annual maintenance.

6. Consulting and Training Services

PAETEC will provide ## days of consulting and training to be used within twelve (12) months from the signing of this Agreement. Product training will consist of a combination of remote and on-site support. A summary of training and consulting services are defined below, with a more detailed breakdown of PAETEC and Customer responsibilities provided in Exhibit A:

- Remote consulting
 - Initial project planning meeting
 - Scheduled webinars
 - Consulting via telephone and email
- Onsite Professional Services
 - Project Assessment and requirements gathering
 - Consulting services
 - Train-the-Trainer application training using Customer's data

Applicable Modules include:

- Service Management
 - Service Configuration, Cost Allocation, Data Security, Business Intelligence.
- Financial Management
 - Usage Manager
 - Chargeback Manager
 - Optimization Manager
 - Invoice Manager
- Operations Management
 - Service Desk Manager
 - E911 Manager
 - Infrastructure Manager
 - Inventory Manager
- Integration Management
 - Application Manager
 - Carrier / Vendor Manager
 - Telephony Manager
 - Switch Provisioning (with Audit)
 - Switch Audit (stand alone)
 - Authorization Code

Customer may, at any time prior to delivery of Professional Services, cancel any order or portion thereof on notice to Vendor. No termination or cancellation fees shall apply if Vendor receives Customer's notice prior to delivery of the cancelled service; provided, however, Customer will be charged for professional services cancelled on less than 10 business day's prior notice. Termination fees will be (i) equal to the Vendor's daily rate stated herein multiplied by the number of days not delivered as earlier agreed to between Vendor and Customer; (ii) all non-refundable travel costs including airline fees, hotel fees and other related unrecoverable travel expenses; and (iii) 50% of Vendor's daily rate for each business day planned for travel to and from the customer site if applicable.

Additional support services are available at PAETEC's then current rates.

7. Compliance

PAETEC and its employees will comply with all applicable governmental safety, health, non-discrimination and security regulations and the applicable policies of the Customer regarding the performance of services for the Customer.

8. Limitation of Liability

The license fee to be charged reflects the following limitation of liability. Except for PAETEC's liability for copyright infringement specified below, PAETEC's liability, regardless of the form of action, will not exceed the license fee paid by the Customer. Any claim arising out of or in any way connected with this license agreement must be commenced within one year from the date of delivery of the Product to the Customer. In no event will PAETEC be liable to the Customer for indirect, special, consequential or punitive damages incurred by the Customer or any other person or organization including, without limitation, damages for delay, increased expenditures, increased operating costs, loss of revenues, profits, data or use, even if PAETEC has been advised of the possibility of such damages. PAETEC will not be liable for any claim against the Customer by others except for copyright infringement and then only if the Customer promptly notifies PAETEC of the claim, permits PAETEC to control its defense and provides PAETEC with assistance, information and authority to enable PAETEC to defend and settle the claim. PAETEC will have no liability or obligation to defend a claim of copyright infringement based upon the use of the Product modified by the Customer or others. If the Product is held or believed by PAETEC to infringe, PAETEC may modify or replace the Product with a noninfringing product, provide a license for the Customer to continue to use the Product or refund the license fee paid for the Product prorated over a five-year period from the date PAETEC accepts this license agreement.

9. Termination

PAETEC may suspend performance and may terminate this license agreement and the license granted if the Customer fails to make payment of the license fee when due or if the Customer breaches its other obligations hereunder. The Customer may terminate this license agreement if PAETEC breaches its obligations hereunder. PAETEC and the Customer will have a 30-day period after receiving notification of a default to cure the default. Upon termination of this license agreement, PAETEC may require the Customer to cease using the Product and to promptly deliver Product code and related material to PAETEC. Termination of this license agreement will not relieve the Customer from complying with the use and distribution restrictions contained herein.

10. Disputes

Any dispute will be mediated by the executive officers of the Customer and PAETEC prior to the commencement of any enforcement action. Any dispute not resolved by mediation will be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association, unless PAETEC or the Customer gives the other a notice of rejection of arbitration within 30 days after the conclusion of the mediation process. No arbitrator will have any authority to award indirect, special, consequential or punitive damages. If either PAETEC or the Customer elect that a dispute is not to be submitted to arbitration, PAETEC or the Customer may commence legal action to enforce this agreement.

11. Letter of Authorization (NOTE: FOR INVOICE MANAGER ONLY)

In order to complete the efficient and timely implementation of the Invoice Manager module, the Customer agrees to sign a Letter of Authorization (LOA). The intent of the LOA will be to grant permission for PAETEC Software Corp. to request all Customer Service Records (CSRs) from existing service provider(s) in order to provide professional services in connection with implementing the PINNACLE Invoice Manager Module. PAETEC will not be authorized to make any changes to such information including but not limited to telephone services, acquire credit information or make changes to billing information.

11. General

This license agreement constitutes the entire agreement between PAETEC and the Customer relating to the subject matter contained herein. There are no understandings, representations or warranties, expressed or implied, that are not specified herein. No change will be made in any of the terms of this license agreement, nor any provision waived, without the prior consent of PAETEC and the Customer. All notices and consents required or permitted herein will be made in writing and will be mailed by certified mail, return receipt requested, to the addresses specified herein or such other addresses designated by PAETEC or the Customer. If any provision of this license agreement is declared invalid, the remaining provisions will remain in force. This license agreement will be construed in accordance with the laws of the State of New York. The officers of PAETEC and the Customer signing this license agreement are duly authorized to do so and this license agreement will be enforceable in accordance with its terms. This license agreement will constitute a license of application software and will not be construed as a contract for the sale of goods subject to the provisions of the Uniform Commercial Code.

Exhibit A

Implementation Consulting and Training Services

Project Commencement

PAETEC shall commit to providing the properly trained and qualified named resources necessary to fulfill the roles and responsibilities outlined in sections, General Project Initiatives, Application Project Initiatives and PAETEC Implementation Team Roles & Responsibilities. Customer shall commit to defining the named resources responsible for fulfilling the roles and responsibilities outlined in sections, General Project Initiatives, Application Project Initiatives and PAETEC Implementation Team Roles & Responsibilities. Upon execution of this legal agreement, the named resources from both parties shall review and consent to a progressive implementation methodology that follows the recommended best practices for implementing PINNACLE as outlined in section, Guiding Implementation Best Practices.

The implementation of each application module shall follow a progressive framework as outlined below. PAETEC shall provide periodic progress reports aligned with the following milestones for each application module.

General Project Initiatives

| PAETEC Responsibilities | Customer Responsibilities |
|---|--|
| <p>Installation of System Environment</p> <p>Provide access to download PINNACLE software and related documentation and support Customer's system installation processes.</p> <p>Provide temporary access to hosted service until Customer has validated proper installation of PINNACLE application and related support systems. This access is not to exceed the duration of the proto-typing phase.</p> | <p>Review all applicable PINNACLE installation documentation.</p> <p>Create Oracle instances for test and product installations.</p> <p>Install PINNACLE application components.</p> <p>Define and grant permissions to all required directory file structures.</p> |
| <p>Project Initiation and Planning</p> <p>Facilitate Project Review Conference Call.</p> <p>Conduct on-site project kick-off and project assessment to define:</p> <ul style="list-style-type: none"> - Assignment of all implementation roles & responsibilities for PAETEC and Customer project team members per PAETEC implementation team responsibilities. - Business processes related to contracted functionality. - Existing data repositories related to contracted application module(s). - Opportunities for streamlining or automation. - Implementation strategy and project plan. | <p>Identify project team members per customer's implementation team responsibilities.</p> <p>Attend all required project meetings.</p> <p>Provide business and functional requirements and extracts to all necessary data repositories.</p> <p>Review and confirm PAETEC's understanding of all applicable business processes and data models.</p> |

| | |
|---|---|
| <p>Prototype Development</p> <p>Build initial prototype environment leveraging PAETEC's Hosted PINNACLE instance.</p> <p>Use an initial subset of data to facilitate a series of data modeling and process modeling discussions.</p> <p>Begin discussions that document necessary changes to refine data model and business rule configurations to support production build.</p> | <p>Provide PAETEC access to source data.</p> <p>Review source data for inconsistencies and identify resolution strategy.</p> <p>Attend webinars to gain understanding of PINNACLE as it relates to Customer data, data relationships and processes.</p> |
| <p>Configure PINNACLE for Production Use</p> <p>Using knowledge gained from prototype, refine and implement desired data and process model:</p> <p>Consult with customer to identify, understand and map Customer production data to meet the specifications of the PINNACLE data imports.</p> <p>Provide guidance to customer for reviewing records imported into PINNACLE.</p> | <p>Export data from current data sources and update as necessary.</p> <p>Develop and execute PINNACLE imports and enter any additional configuration data required directly into PINNACLE.</p> <p>Ensure data relationships are accurate.</p> <p>Develop test plans that validate the data against the mapping documentation and business process.</p> <p>Document workflow procedures based on new service delivery model.</p> |
| <p>Provide Training and Complete Final Testing/Build</p> <p>Provide Train-the-Trainer training on the procured and implemented PINNACLE application modules.</p> <p>Provide Application Administration training to include the following:</p> <ul style="list-style-type: none"> - Job Scheduling - User Security - Report Publishing - Customization capabilities within the PINNACLE application (field labels, online help, window presentation, etc.) <p>Review data conversion.</p> <p>Finalize data conversion and identify post-conversion data issues and develop resolution strategies (jointly with customer).</p> | <p>Provide User Training as needed.</p> <p>Run cyclical test to replicate month-end and year-end processing.</p> <p>Run Stress tests: Data entry, queries, exports and reports.</p> <p>Review data conversion and perform tests.</p> <p>Document changes for conversion test runs.</p> <p>Convert final data.</p> <p>Finalize data conversion and identify post-conversion data issues and develop resolution strategies (jointly with PAETEC).</p> <p>Test and validate all functionality.</p> |

Application Project Initiatives

| PAETEC Responsibilities | Customer Responsibilities |
|-------------------------|---------------------------|
|-------------------------|---------------------------|

Service Manager

| | |
|---|--|
| <p>Work with Customer to establish a central repository for tracking and managing the deployment, configuration and ownership of services.</p> <p>Assist Customer with data conversion and data load activities related to service configurations.</p> <p>Train appropriate Customer Project Team members how to manage activation, deployment, configuration, ownership and reporting for all service types.</p> | <p>Provide documentation and access to existing support systems to assist with analyzing current business processes, understanding the inter-relationship and validating the integrity of all existing service data.</p> <p>Provide complete data set and all required data relationships for service configuration information, service owners, locations and applicable charges.</p> <p>Define the parameters and data entry requirements for managing the lifecycle of services that will be maintained in PINNACLE.</p> <p>Define access requirements for the various types of end-users, managers and customers that will manage or analyze records in Service Manager and configure User Security model in PINNACLE.</p> |
|---|--|

Usage Manager

| | |
|---|--|
| <p>Work with Customer to setup and test the processing and rating of usage files.</p> <p>Work with Customer to automate the processing, maintenance and analysis of usage records and external vendor charges as applicable.</p> <p>Train appropriate Customer Project Team members how to:</p> <ul style="list-style-type: none"> - Process usage files from polling devices and/or external vendor files. - Automate usage record processing on a scheduled basis. - Implement and test usage file parsing and processing routines. - Configure rate plan schedules for local, interstate and international usage. - Perform usage processing activities including daily processing, exception processing, usage analysis, North America NPA/NXX updates, and Local NPA/NXX updates. | <p>Define business requirements for processing usage records.</p> <p>Provide usage file specifications and associated rate schedules.</p> <p>Install and test usage polling devices, if applicable.</p> <p>Define external vendor file specifications as applicable.</p> |
|---|--|

Invoice Manager

| | |
|---|--|
| <p>Work with Customer to facilitate the implementation for managing the lifecycle of processing invoices and managing vendors.</p> <p>Work with Customer to setup and test the processing of vendor invoices.</p> <p>Train appropriate Customer Project Team members how to:</p> <ul style="list-style-type: none">- Configure business rule options to manage the lifecycle of invoiced charges from data loading through approvals, payments and cost allocation.- Process and load [??] paper and [??] electronic invoices.- Establish a baseline for charges and service inventory for reconciliation and analytical purposes.- Manage the reconciliation and dispute processes. | <p>Coordinate access to the following hardcopy and/or electronic vendor records; Customer Service Records, two months of vendor invoices and vendor contracts.</p> <p>Work with vendors to migrate invoice media to electronic formats and consolidate wherever possible.</p> <p>Define business requirements for managing vendor activities including contracts, requests for service, payments and disputes and setup associated business rules in PINNACLE.</p> <p>Enter data from paper invoices.</p> <p>Define internal cost allocation requirements if applicable.</p> |
|---|--|

Chargeback Manager

| | |
|---|--|
| <p>Work with Customer to facilitate the implementation of internal chargeback activities.</p> <p>Train appropriate Customer Project Team members how to:</p> <ul style="list-style-type: none">- Execute monthly chargeback activities including output for General Ledger and/or Billing Receivable systems if application integration is included in contract scope.- Establish credit limits and managing individual payments.- Define security privileges to run and access billing reports online. | <p>Define business requirements for billing internal customers.</p> <p>Provide file layout for GL & BR Feed if custom integration is included in contract scope.</p> <p>Define end-user access and authentication requirements for reviewing invoices on-line.</p> <p>Publish and review reports and validate end-user access.</p> <p>Train internal customers on accessing online invoices and other published billing reports.</p> |
|---|--|

Service Desk Manager

| | |
|--|---|
| <p>Work with Customer Project Team members to configure PINNACLE to manage the lifecycle of service orders and incidents.</p> <p>Review business requirements and workflow for managing and reporting on service requests, incidents and large projects.</p> <p>Train appropriate Customer Project Team members how to:</p> <ul style="list-style-type: none">- Configure data entry and workflow processes, including routing of tasks and email notification rules.- Configure service catalog offerings and enable electronic service requests from internal customers.- Define and configure Quality Assurance associated to the completion of workflow tasks. | <p>Define business requirements and workflow for managing service request, incidents and large projects.</p> <p>Define data entry and workflow processes for each service type and type of transaction.</p> <p>Configure business rules for scheduling work force resources, workflow tasks, project tracking, processing service orders and incidents.</p> |
|--|---|

Inventory Manager

Work with Customer Project Team members to configure and implement a framework for managing the lifecycle of physical inventory.

Review business requirements and workflow processes for managing physical inventory, and allocating associated costs if applicable.

Train appropriate Customer Project Team members how to:

- Configure master inventory catalog and warehouse distribution/return processes.
- Define and configure procurement requests and purchase orders and receive inventory into warehouses.
- Configure calendar and notifications to manage warranty schedules.

Define business requirements and workflow for managing the lifecycle of physical inventory.

Define cost allocation requirements, if applicable.

Identify, load and validate data for creating warehouse inventory and assigned inventory.

Define, configure and load characteristics for all tracked serialized equipment.

Infrastructure Manager

Work with Customer Project Team members to establish a central repository to track and manage the physical elements of the communications infrastructure.

Review business requirements for managing the communications infrastructure.

Review workflow for managing and tracking the communications infrastructure.

Train appropriate Customer Project Team members how to:

- Configure and manage outside/inside cable plant.
- Configure and maintain cable paths from point of provisioning through provisioned service locations.
- Manage cable reassignments.
- Configure and maintain network-provisioning devices and associated port assignments & reassignments.
- Load, validate and refine communications infrastructure data model.

Define business requirements and workflow processes for managing the communications infrastructure.

Identify, load and validate communications infrastructure data.

Optimization Manager

Familiarize Customer Project Team members on the relational framework of the business functions managed within PINNACLE.

Review analytical requirements defined by Customer.

Work with Customer to facilitate the implementation of configuring, executing and publishing queries, reports and dashboards to maintain real-time insight into financial and operational activities managed within PINNACLE.

Train appropriate Customer Project Team members how to:

- Configure user security model for end-user report access.
- Publish and schedule reports, including options for reporting criteria, ad-hoc queries and dashboards.
- Analyze information provided by reports and dashboards.

Define analytical requirements relative to each managed business activity.

Define, configure and grant permissions to directory structure for generating report files.

Define and configure user access requirement.

Validate end-user access and review of various reports and dashboards.

Build any custom reports.

E911 Manager

Work with Customer Project Team members to automate the creation of the Automated Location Identifier (ALI) transactions in accordance to the industry standard file format specifications for Insert ('I'), Change ('C') and Delete ('D') records as published by the National Emergency Number Association (NENA).

Review compliance requirements with named resources for supporting E911 and workflow for managing E911.

Train appropriate Customer Project Team members how to:

- Configure business rules to format NENA ALI records and review the results of ALI transactions.
- Use the Job Scheduler to automate the export of ALI transactions.

Define compliance and workflow requirements for supporting E911.

Activate buildings in PINNACLE as required to generate NENA records.

Validate results from building activations, modifications to service records and results from service orders transactions (move/add/change and disconnects).

Carrier Integration Manager

Work with Customer Project Team members to automate the communication between PINNACLE and the designated set of ??VENDOR_NAME?? Operational Service Support (OSS) systems for provisioning services and/or downloading data files on leased services resolving incidents.

Configure master feature tables related to carrier's provisioning systems by service type.

Configure Feature Templates to streamline workflow processes by service type.

Setup and test integration to carrier
Train appropriate Customer Project Team members how to:

- Configure and maintain Feature tables related to carrier's provisioning systems by service type.
- Configure and maintain Feature Templates to streamline workflow processes by service type.

Coordinate access to carrier's OSS systems.

Define workflow activities for managing the various activities with carriers to include, move, add, change and disconnect service orders and resolving incidents.

Validate processing of service orders and resolution of incidents with carrier.

Resolve issues related to importing data files from carriers and/or receiving incident notifications from carriers.

Telephony Integration Manager

Work with Customer Project Team members to develop and implement a solution for telephony integration to the ??SWITCH_TYPE?? platform for ??? Telecommunication provisioning systems.

Review business requirements for managing changes on telecommunication systems.

Configure master feature tables related to Customer switch for provisioning telephone services and/or authorization codes.

Train appropriate Customer Project Team members how to:

Authorization Code Integration:

- Provision authorization codes on telephony system.
- Use Credit Limits to automate deactivations and reactivations of authorization codes.

Switch Audit:

Execute switch audit process.

Switch Provisioning:

- Configure Feature Templates to streamline workflow processes.
- Execute switch audit process.
- Provisioning telephone services on telephony system.

Define business requirements for managing changes on telecommunication systems.

Assist with installation and testing of telephony integration components.

Assess effectiveness of automated workflow activities.

Authorization Code Integration:

- Define business requirements for provisioning authorization codes.
- Define business rules for creating and managing authorization codes.
- Schedule and validate credit limits for authorization code.

Switch Audit:

- Define business requirements for auditing and reconciling services provisioned on telephone systems.
- Schedule and validate switch audit processes.

Switch Provisioning:

- Provide file format specifications for provisioning telecommunication system.
- Provide file format specifications for processing records from telecommunication provisioning system.
- Configure Feature Templates to streamline workflow processes.
- Validate switch-provisioning activities.

Application Integration Manager

Work with Customer Project Team members to configure and test the exchange of data between PINNACLE and ??THIRD_PARTY_SYSTEM??.

Document business requirements for interfacing applications.

Format data records and lookup tables that will govern system-to-system integration.

Install triggers and views to support exchange of data between defined systems.

Install and test user interface features that govern system-to-system integration.

Test system-to-system integration through a series of defined transactions.

?? [Specific requirements must be documented.] ??

Train appropriate Customer Project Team members how to:

- Manage transactions and communication between systems.
- Troubleshoot integration issues.

?? [Specific requirements must be documented.] ??

Define business requirements for interfacing applications.

Define file formats for integrating to designate system.

Validate exchange of data between systems.

?? [Specific requirements must be documented.] ??

PAETEC Implementation Team Roles & Responsibilities

PAETEC shall agree to assign resources to facilitate the following roles and responsibilities applicable to the PINNACLE implementation:

- Project Lead
- Field Consultant
- Technical Consultant

The following sections provide clarification on the specific responsibilities associated with each role.

Project Lead

Summary:

The project lead's primary role is to assist the customer's project manager throughout the lifecycle of the project. The project lead's role may expand or contract due to customer resource constraints, skills or requirements. Project leads are knowledgeable of project management methodology, specifically as it applies to the implementation of PINNACLE. The project lead is focused on ensuring that the most effective and efficient path is taken for a successful and timely completion.

Scope of Responsibility:

1. Establish the leadership for implementing PINNACLE.
2. Establish a close working relationship with the customer Project Manager.
3. Assist in defining and publishing the project scope.
4. Responsible for delivering on contractual commitments.
5. Identify and coordinate the required PAETEC resources.
6. Assist with coordinating and managing project resources.
7. Author and manage the PINNACLE project plan.
8. Coordinates logistics for conference calls and on-site engagements.
9. Ensure timely resolution to all reported customer issues.
10. Assists in project budget management issues.
11. Communicate status of project milestones.

Field Consultant

Summary:

The field consultant provides technical leadership to ensure a timely and successful implementation. The field consultant provides support in completion of the systems setup, including installing and configuring the PINNACLE application. The field consultant's primary goal is to ensure the customer can effectively use every facet of PINNACLE that has been licensed to support their business requirements.

Scope of Responsibility:

1. Provides subject-matter-expertise to facilitate:
 - a. All business (process) modeling activities.
 - b. All data modeling activities.
 - c. All data load activities.
 - d. Site assessment activities
 - e. Fit and gap analysis activities
 - f. Assess end-user product proficiency
2. Identifies necessary customizations to meet business requirements.
3. Conduct customer training:
 - a. Train the trainer
4. Gather custom reports requirements as contractually required.
5. Leads the PINNACLE application build activities.
6. Focus is on enabling customer autonomy after production cutover.

Technical Consultant

Summary:

The remote-based technical consultant augments the capabilities of the field consultant to ensure timely and cost effective resolution to implementation issues and deliverables. As necessary, the technical consultant will come on-site to assist the project team with implementation activities.

Scope of Responsibilities:

1. Provide remote back office support for the Field Consultant.
2. Assist with:
 - a. Process modeling activities.
 - b. Data modeling activities.
 - c. Data load activities.
 - d. System setup and configuration activities.
 - e. Assess end-user product proficiency.
3. Assist with customer training.
4. Develops custom reports as defined by the terms and conditions of the contract, customer-defined specification and Field Consultant.

Customer Implementation Team Responsibilities

The Customer shall agree to assign named resources to facilitate the following roles and responsibilities to ensure a successful and timely implementation. The roles and responsibilities may be shared across multiple named resources and/or in some instances consolidated onto a single named resource.

- Executive Sponsor
- Project Manager
- Representatives from the Service Support and Service Delivery Teams
- Database Administrator
- System Administrator
- Data Analyst

The following sections provide clarification on the specific responsibilities associated with each named role.

The **Executive Sponsor** shall be responsible for:

- Assuming ultimate responsible for the project.
- Championing the project through the organization's service support and service delivery teams.
- Ensuring implementation objectives are properly aligned to business goals.
- Accepting responsibility for problems escalated by the project manager.
- Facilitating official sign off on all project-related documents.

The **Project Manager** shall be responsible for:

- Establishing the leadership for implementing the PINNACLE application.
 - Working with the assigned PAETEC Project Consulting team.
 - Ensuring all Service Support and Service Delivery teams that will be using PINNACLE provide sufficient representation as part of the core implementation team.
 - Working with customer's application manager(s) to develop, test and schedule training activities for each section.
- Make best efforts to assure all members of the core implementation team:
- Understand and agree to the contracted implementation objectives and milestones.
 - Understand and agree to follow the recommendations outlined in Guiding Implementation Best Practices.
 - Establish priorities of implementation and allocation of resources.
 - Use the implementation toolkit.
 - Follow the proper chronology for configuring the system.
 - Convey all additional resource requirements to internal higher-level management.
 - Monitor and journal all current and any additional customization requirements.
 - Journal all implementation issues in a designated document for periodic review.
 - Work with their respective operational support unit(s) to develop process flow diagrams as needed.
 - Work with their respective operational support unit(s) to make sure all end-users read their training references and review the corresponding video tutorials.

- Working with the assigned PAETEC Project Lead to:
 - Manage modifications to the Project Scope and Project Plan.
 - Provide documentation and periodic status information to management.
 - Coordinate all logistics involved in facilitating on-site engagements. (e.g. parking, training rooms, overhead projector, web conferencing sessions, schedules etc.).
 - Coordinate and authorize all meetings for the entire project.
 - Ensure all hardware, software and personnel resources are made available in a timely manner.
 - Identify and ensure all customization requirements are properly documented.
 - Coordinate any contract modifications.
 - Manage communication flow amongst all assigned resources and management.

The **Service Support & Service Delivery Team Representatives** shall be responsible for:

- Becoming application experts regarding how to effectively use PINNACLE to improve the overall effectiveness and efficiencies of their respective service support and service delivery teams.
- Work with the Project Manager to ensure proper representation is provided to:
 - Understand each respective team's current business processes.
 - Participate in the data modeling and process modeling activities.
 - Identify any concerns related to the implementation of PINNACLE in a timely manner.
 - Define the business rules that will drive the configuration of the data model and business processes.
 - Make sure all concerns by each respective support team are addressed and answered in a timely manner.
 - Work with the other support team members to isolate problems and facilitate resolution.
 - Take responsibility for personalizing the default PINNACLE training references to accommodate Customer's specific business requirements.

The **Database Administrator** shall be responsible for:

- Providing Oracle DBA support to help setup, configure the two initial database instances.
 - Instance 1: Test/Build/Training database that will be used to formalize the data model and business processes.
 - Instance 2: Production Instance that will be used to formalize data build.
- Facilitate upgrades, maintenance releases and patches to the PINNACLE database.
- Database Recovery.
- Refresh the designated "Production instance" as needed.
- Estimate sizing requirements for final production build based on reviewing the designated "build instance".
- Provide system support for monitoring and testing system performance throughout the project.
- Log of all errors that shall be used as reference when resolving issues with PAETEC.

- Possesses a general understanding of:
 - The syntax of the Oracle Structured Query Language (SQL) and PL SQL.
 - Operating system directories, file formats and relational databases.
 - Oracle database management tool.

The **System Administrator** shall be responsible for:

- Managing the Business Continuity plan and executing the disaster recovery procedures.
- Work with the Database Administrator to:
 - Facilitate data exports from existing system(s).
 - Facilitate the build of the data Load files.
- Work with the Database Administrator to isolate performance problems.
- Validate connectivity with polling devices [Usage Manager Only].
- Validate connectivity with end-user workstations.

The **Data Analyst** shall be responsible for:

- Following the chronology of steps to properly configure and load PINNACLE.
- Configuring data load files based on Customer's specific import requirements.
- Possessing a general understanding of:
 - The syntax of the Oracle Structured Query Language (SQL) and PL SQL.
 - Operating system directories, ASCII file formats and relational databases.
 - An Oracle database management tool.
 - An ASCII editor such as UltraEdit.
 - FTPing files between UNIX and DOS-based operating systems.
- Ensure all data is validated before the production phase of the system.
- Configuring end-user access privileges and other security requirements.

Guiding Implementation Best Practices

The following outline provides an overview to help customers understand the best practices to completing an effective implementation in the most timely and efficient manner possible.

Both PAETEC and Customer Project Team members assigned to assist with the implementation of PINNACLE should agree to follow these guiding principles.

1. The Customer shall work with the PAETEC project team to establish and publish measurable business goals as early in the implementation as possible.
2. The assigned PAETEC Project Lead shall provide periodic project status reports that assess progress against defined business goals.
3. The named project team resources assigned to implement PINNACLE shall use the PINNACLE implementation toolset to document business rules, enable data modeling and guide the loading of data.

4. The Customer agrees to leverage the PINNACLE base functionality as much as possible and follow the established standards of the PINNACLE technology framework when incorporating site-specific customizations.
5. The Customer agrees to follow the implementation plan to implement a structured, phased deployment.
6. The named project team member facilitating the role of Project Manager shall use best efforts to actively involve end-users throughout the implementation.
7. The PAETEC project team members shall lead a 'Train-the-Trainer' program in preparation for the assigned Customer resources to provide successful end-user training and deployment.

**PAETEC Software Corp.
One PAETEC Plaza
600 WillowBrook Office Park
Fairport, NY 14450
(585) 340-2900**

MAINTENANCE AGREEMENT

| | |
|-------------------------|--|
| Customer | Customer Address |
| Product | PINNACLE Service Manager Module (for up to xxx lines and xxx sites) PINNACLE Usage Manager Module PINNACLE Invoice Manager Module (for up to \$X,XXX,XXX.00/annual communications spend, XX Vendors) PINNACLE Chargeback Manager Module PINNACLE Service Desk Manager Module PINNACLE Inventory Manager Module PINNACLE Infrastructure Manager Module PINNACLE Optimization Manager Module PINNACLE E911 Manager Module PINNACLE Carrier Integration Manager Module PINNACLE Telephony Integration Manager Module – Authorization Code (for SWITCH_TYPE within xxx sites) PINNACLE Telephony Integration Manager Module – Switch Provisioning (for SWITCH_TYPE within xxx sites) PINNACLE Telephony Integration Manager Module – Switch Audit (for SWITCH_TYPE within xxx sites) PINNACLE Application Integration Manager Module |
| Runtime Software | Oracle 10g Database Standard Edition – supplied by _____ |
| Platform | Server - To be determined Client - Windows 2000/XP |
| Maintenance Fee | Year 1 No Cost Year 2 \$xxxx, payable 12 months after signing Year 3 \$xxxx, payable 24 months after signing |
| Expiration Date | 36 months after signing |

Customer

By _____
Signature

Printed Name

Title _____

Date _____

PAETEC Software Corp.

By _____
Signature

Printed Name

Title _____

Date _____

1. Maintenance Services

The following services are provided by PAETEC under software maintenance:

- PAETEC will receive telephone inquiries from the Customer and will provide telephone consultation to address the correction of program errors and malfunctions of the Product and Runtime Software.
- Monthly updates for the vertical and horizontal coordinates to be used by the Customer for rate calculation. [FOR COST MANAGER ONLY]
- Distribution of any upgrades and enhancements of the Runtime Software that are received by PAETEC.
- PAETEC will support graphical user interface customizations that are developed by PAETEC for all enhancement and maintenance releases. This does not apply to major releases.
- [FOR INVOICE MANAGEMENT ONLY] Post implementation, PAETEC will provide vendor invoice electronic format updates for the following vendors:

AT&T
Alltel
Bell South
Cingular
Comcast
Metrocall
Nextel
PAETEC
Qwest
SBC/Ameritech
Sprint Long Distance
Sprint PCS
Sprint Local
Time Warner
USA Mobility
Verizon
Verizon Wireless
Verizon Business

The Customer will provide Internet access to Product production software and live data files to PAETEC.

2. Other Services

Other services may be ordered by the Customer pursuant to a consulting agreement to be entered into by PAETEC and the Customer that will provide for charges at PAETEC's then prevailing rates.

3. Term

The initial term of this agreement will be for the period specified above. Thereafter the term of this agreement will be automatically extended for additional one-year terms unless the Customer gives a notice of termination to PAETEC at least 90 days prior to the expiration of the then current term. The maintenance fee for each additional term will be charged at PAETEC's then prevailing rate and be payable at the beginning of the term.

4. Maintenance Fee

The maintenance fee will be payable within 30 days after receipt of PAETEC's invoice. The maintenance fee is payable in U.S. dollars and does not include any taxes. If PAETEC is required to pay sales or other taxes, the Customer will reimburse PAETEC the amount of taxes paid by PAETEC. The Customer will pay a late charge of the maximum amount permitted by applicable state law on unpaid amounts due PAETEC. Collection costs incurred by PAETEC, including reasonable counsel fees, will be reimbursed by the Customer.

5. Termination

PAETEC may suspend performance of maintenance services and terminate this agreement if the Customer fails to make payment of the maintenance fee when due or fails to perform its obligations under this agreement or under its Product licenses with the Customer. PAETEC may terminate this agreement if PAETEC is no longer providing maintenance services to its customers. The Customer may terminate this agreement if PAETEC fails to carry out its obligations hereunder.

6. Limitation of Liability

PAETEC's liability, regardless of the form of action, will not exceed the amount paid by the Customer for the particular services involved in any claim made by the Customer. Any claim arising out of or in any way connected with this agreement must be commenced within one year from the date upon which the cause of action occurred. In no event will PAETEC be liable to the Customer for indirect, special, consequential or punitive damages incurred by the Customer or any other person or organization including, without limitation, damages for delay, increased expenditures, increased operating costs, loss of revenues, profits, data or use, even if PAETEC has been advised of the possibility of such damages.

7. General

This agreement constitutes the entire agreement between PAETEC and the Customer relating to maintenance services provided by PAETEC to the Customer. There are no representations or warranties, expressed or implied, made by PAETEC with respect to the services to be performed hereunder. No change will be made in any of the terms of this agreement, nor any provision waived, without the prior consent of PAETEC and the Customer. Neither PAETEC or the Customer will have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its control. All notices and consents required or permitted herein will be made in writing and will be mailed by overnight mail or by fax to the addresses specified herein or such other addresses designated by PAETEC or the Customer. If any provision of this agreement is declared invalid, the remaining provisions will remain in force. This agreement will be construed in accordance with the laws of the State of New York. The officer of the Customer signing this agreement is duly authorized to do so and this agreement will be enforceable in accordance with its terms. This agreement will constitute an agreement to provide services and will not be construed as a contract for the sale of goods subject to the provisions of the Uniform Commercial Code.

State of West Virginia RFQ# ISCK0009
Exceptions to 1.19 General Terms and Conditions

1.19.5 Indemnification:

PAETEC Software respectfully takes exception. We will negotiate a commercially reasonable indemnification that provides for indemnification against third party claims and losses. Provision 1.19.5 appears to be overly broad.

1.19.15 Liquidated Damages:

PAETEC Software respectfully takes exception. We will negotiate commercially reasonable remedies, consistent with past practice and applicable law, for the failure to timely perform. However, we cannot agree to uncapped liabilities.

1.19.16 Record Retention (Access & Confidentiality):

PAETEC Software respectfully takes exception. We will keep confidential all proprietary, personal, and confidential data provided to us. We will indemnify for any breach by us, our employees, or our subcontractors. We will not indemnify for breaches by state officials, employees, or contractors, when they have authorized access. We think the provision is overly broad.