

Agreement *for* Communications Network Analysis *and* Consulting Services

_____, who shall be referred to as the “Client”, and Lexicom Corporate Services, Inc., who shall be referred to as the “Consultant”, have entered into this agreement for network analysis and consulting services on this _____ day of _____, 2000. Consultant’s vendor and service recommendation will be based upon a combination of the Client’s communications requirements and the service provider’s network design and integrity, service features, cost effectiveness, and market reputation.

Section I: SERVICES TO BE PROVIDED

Long Distance Network Analysis

Based upon historical long distance calling information provided by the Client, the Consultant will quantify the Client’s terminating and originating calling patterns. Consultant will provide to the Client the following:

- A. Traffic reports identifying:
 - Long distance and 800 toll-free calls by originating & terminating service areas.
 - International calls by originating & terminating service areas.
 - Total traffic volume by service areas.

- B. Network analysis reports including:
 - Current network costs.
 - Optimal configuration, based on client calling information and vendors studied, associated monthly cost and cost savings over current configuration.
 - Terminating line sizing to network requirements.
 - Side-by-side vendor comparisons.
 - Negotiated client pricing based on the above which can include:
 - Special Tariff Considerations/Options
 - Newly Created Promotions

- C. Review recommended vendor contract to confirm all negotiated terms are included.

Section I: SERVICES TO BE PROVIDED *(continued)*

Local Service Network Analysis

- A. The Consultant will provide the following:
- A summary and analysis of current local access network.
 - Summaries of potential local access network scenarios.
 - A comparative profile of alternative local providers.
 - Recommendations that may include moving service to a competitive local access provider.
- B. Review recommended vendor contract to confirm all negotiated terms are included.

Data Network Analysis

- A. The Consultant will provide the following:
- Identify current network configuration and costs.
 - Identify customer requirements.
 - Provide optimal configuration based upon: Above information and vendors analyzed, associated monthly cost, cost savings versus current configuration, and quality of service versus current configuration.
 - Side-by-side vendor comparisons within analysis report.
 - Negotiated client pricing.
- B. Review recommended vendor contract to confirm all negotiated terms are included.

Network and Service Implementation

Commencing upon acceptance of Consultant's recommendation by Client, the Consultant will perform the following:

- Coordinate the implementation of any changes that are directly related to the Consultant's recommendation.
 - Interface with Recommended Vendor and Client's equipment providers to coordinate the changes necessary to implement Consultant's recommendation.
 - Coordinate and oversee the installation of recommended service(s).
 - Disconnection of existing service.
- A. Post-Implementation:
- Consultant will review the first full-month invoice under the newly implemented network to verify that the rates negotiated by the Consultant have been actually received by the Client.
 - At Client's discretion, Consultant will also provide to the client over the term of this contract, management of any vendor solicitations.

Section II: ADDITIONAL SERVICES TO BE PROVIDED

Internet Service Analysis

- B. The Consultant will provide the following:
- Identify current network configuration and costs.
 - Identify customer requirements.
 - Provide optimal configuration based upon: Above information and vendors analyzed, associated monthly cost, cost savings versus current configuration, and quality of service versus current configuration.
 - Side-by-side vendor comparisons within analysis report.
 - Negotiated client pricing.
- C. Review recommended vendor contract to confirm all negotiated terms are included.

Cellular/Wireless Analysis

- A. The Consultant will provide the following:
- Identify current vendor(s) services and costs.
 - Identify customer requirements and originating calling service areas.
 - Provide optimal alternative based upon: Above information and vendors analyzed, vendor geographic service area coverage, associated monthly cost, cost savings versus current configuration, and quality of service versus current configuration.
 - Side-by-side vendor comparisons within analysis report.
 - Negotiated client pricing.
- B. Review recommended vendor contract to confirm all negotiated terms are included.

Section III: PAYMENT FOR SERVICES

At or prior to execution of this Agreement, Client shall present to Consultant statements that are representative of Client's average monthly service billing(s). Consultant's fee for services shall be:

- Four (4) times the monthly savings calculated in Consultant's recommendation for vendor contracts whose recommended term commitment is 1-year or less in length.

The monthly savings will be calculated by comparing the Client's current average monthly service billings, or proposed pricing prepared on Vendor's letterhead signed by an officer of the company, as shown on those statements provide to Consultant, with the projected billings calculated for the network configuration and pricing plan recommended by Consultant. In the event that Client has obtained a proposed network configuration and pricing plan and requests only that Consultant negotiate the terms of such agreement, the monthly savings will be calculated by comparing the projected billings of the proposed plan obtained by Client with the final recommended plan negotiated by Consultant, using the Client's current average monthly service billings as shown on those statements provided to Consultant.

Consultant's fee is due as follows:

- For recommended vendor contracts of 1-year or less in length:
 - Four (4) times the monthly savings is due upon receipt of invoice.

The Consultant's recommendations require an accurate representation of the Client's calling volume and patterns. Client warrants that the statements presented are an accurate representation of the Client's actual calling patterns. The full Consultant's fee will be due and payable upon presentation of the analysis. Data network analysis will be performed for a like-kind network configuration providing similar service to Client's current data network.

Section IV: OPTIONAL SERVICES

The fee for all optional services is \$200 per hour times the number of hours logged by Consultant Staff. Consultant will invoice Client for services rendered at the \$200 rate per hour, rounded to the next highest 15-minute increment per occurrence. Consultant will not commence any billable time without the prior request and consent of Client. Consultant's fee will be invoiced on a monthly basis when services are rendered. Consultant will provide to Client a detailed itemization of all work performed per occurrence for all time expended and invoiced.

Option A: Customer Service

Commencing upon contract execution customer service of the account will include:

- Coordination of location move
- Ordering and deleting phone lines
- Equipment vendor arrangements
- Maintenance of calling cards
- Trouble shoot problems with long distance carrier and local phone company
- All other matters that relate to the services recommended
- At Client's discretion, Consultant will also provide to the client over the term of this contract management of any vendor solicitations.

The fee for this option is **\$200.00/Hour.**

No, I do not want this option.

_____ Please check **and** initial if you would like these services.

Option B: Quarterly Bill Review

This will be a quarterly review of clients' bills for long distance service provided under consultant's recommendation to verify that the negotiated CPM (Cost Per Minute), discounts, and credits are being appropriately applied.

The fee for this option is **\$200.00/Hour.**

No, I do not want this option.

_____ Please check **and** initial if you would like this service.

If no boxes are checked and initialed, it will be assumed that "NO" optional services are to be provided by Consultant.

Section V: LIABILITY

THE CONSULTANT SHALL NOT BE LIABLE for any claims for loss or damage to billing materials provided by the Client or for any loss, expense or damage arising out of any delay in consultant's performance of its obligations. Consultant shall retain ownership of the supporting documentation, processing, and analysis programs and tariff information utilized in the preparation of its report.

Consultant's report and optional services are based upon information provided by Client and tariff and other information provided by the vendors selected by Client and Consultant. **CONSULTANT DOES NOT, THEREFORE, WARRANT THE ACCURACY OF THIS INFORMATION** upon which Consultant's recommendation and services are based. **CONSULTANT SHALL NOT BE LIABLE** for any claims of loss or damage arising out of the services provided under this Agreement, including incidental or consequential damages. In all cases, **CONSULTANT'S LIABILITY FOR DAMAGES** to Client for any claim arising out of the provision of services pursuant to this Agreement shall not exceed the amount of Consultant's fee for services paid by Client.

Consultant's report is based upon comparison of client's communications traffic among vendors selected by consultant. Consultant's analysis recommendation shall be based upon a comparison of the vendors identified in the network analysis report provided to customer.

Consultant provides Client with a recommendation only. It does not warrant or represent service to be provided by the vendor to the Client.

Client: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Consultant: Lexicom Corporate Services, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____