

SBC Affiliate Oversight Group

IP/PI Master License and Sharing Agreement

Michigan Bell Telephone Company to SNET America, Inc.

Master License Agreement

Contract No. MI-700104MLA

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Michigan Bell Telephone Company, a Michigan corporation (hereinafter "Licensor"), agrees to provide Intellectual Property/Proprietary Information (hereinafter IP/PI) to SNET America, Inc., a Connecticut Corporation (hereinafter "Licensee"), in accordance with the terms and conditions stated herein.

ARTICLE 1. SERVICES

Services as used herein shall mean but not be limited to the provisioning of Intellectual Property and/or Proprietary Information by Licensee in accordance with all laws, regulations, and policies governing such transactions. The provisioning of IP/PI shall be for a valid business purpose and the Licensor has determined customers will not be adversely affected, as defined in Operating Practice 125.

The Licensor shall provide to the Licensee those licenses for the use of IP/PI, which shall be described in separate Schedules ("Schedule") and Pricing Addenda as required from time to time in the course of business. The License Term shall continue in effect in perpetuity unless otherwise agreed upon in a separate Schedule.

The Licenses, Schedules and other attachments will include a high-level description of information that may be shared with the affiliate, business reason for sharing the information, organization in Michigan Bell Telephone Company willing to share the information, and a Michigan Bell Telephone Company organization contact.

ARTICLE 2. GRANT OF RIGHTS OF INTELLECTUAL PROPERTY/PROPRIETARY INFORMATION (IP/PI)

The Licensor shall provide the Licensee the IP/PI described in the Schedule under a personal, nontransferable, nonexclusive, nonassignable right to use the IP/PI. Such right to use shall be limited to use pursuant to the terms listed on the License Agreement. Unless otherwise stated on the License Agreement the use of the IP/PI shall be limited to those persons who have signed a Non-Disclosure Agreement with regards to said IP/PI.

ARTICLE 3. ENHANCEMENTS AND MODIFICATIONS

Licensor agrees that the Licensee shall have the right to maintain, modify and enhance the IP/PI for its own internal use. Licensor shall take title to all enhancement, or modifications to, or versions of, the IP/PI which constitute derivative works. For the purpose of this Agreement, "derivative work(s)" means any work based upon the Licensed Work, whether or not substantially similar to or different than the Licensed Work, including, but not limited to, "derivative works" as defined in the United State Copyright Act of 1967, 17 U.S.C. Section 101 and any work based upon a derivative work as that term is defined in this Agreement. Licensee may take title to its versions of the IP/PI which do not constitute derivative works; provided, however, that any such versions of the IP/PI must be used strictly in accordance with the terms of this Agreement; and upon termination or cancellation of the license granted herein, the IP/PI and any modifications and enhancements to which Licensor holds title must be returned to the Licensor.

Licensee shall provide and license to Licensor any and all modified or enhanced versions of the IP/PI which it subsequently develops or authorizes a third party to develop which are substantially different or constitute new Properties, and/or do not constitute derivative works, including object code, source code and documentation (if the IP/PI is software) at terms and charges as defined in Article 7 of this document.

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ARTICLE 4. SOURCE CODE

With respect to any Software licensed hereunder, if agreed, after Licensee's acceptance of the Software, Licensor will provide Licensee one copy of the Source Code solely for the purpose of Licensee's maintaining, modifying, and enhancing the Software for its own use. If agreed upon in advance, Licensee may have a third party maintain, modify, and enhance the Software for Licensee's use and may disclose the Software and Source Code to such third party only for such purpose; provided, however, that such third party shall be required to comply with all applicable terms and conditions of this Agreement and shall execute a Nondisclosure Agreement. A copy of such executed Nondisclosure Agreement shall be furnished to Licensor promptly after execution.

ARTICLE 5. TITLE

Licensee shall have a nonexclusive license to use the IP/PI; however, title to such IP/PI shall remain solely with Licensor. Licensee shall have no right to sell, lease, license or otherwise transfer or dispose of any portion of the IP/PI, without the express written consent of the Licensor.

ARTICLE 6. ACCEPTANCE OR REJECTION

There shall be no acceptance period for all other forms of IP/PI except software.

Following delivery of IP/PI, in the form of software, Licensee shall have the right to test the IP/PI to determine if it meets the acceptance criteria agreed upon in advance. In the event acceptance criteria and an acceptance period are not agreed upon, the IP/PI shall be deemed to be accepted by Licensee upon delivery by Licensor.

If at any time during the acceptance period, the IP/PI fails to meet the acceptance criteria, Licensee shall promptly notify Licensor, identifying the specific criteria that were not met. Upon the agreement of both parties, Licensor may correct any deficiencies in the IP/PI and, in such case, Licensee will pay Licensor for its corrections by a separate Schedule as defined in the General Services Agreement between Licensor and Licensee. At the end of the acceptance period, if the IP/PI meets the acceptance criteria, Licensee shall accept the IP/PI by sending a letter so stating to the Licensor.

If at the end of the acceptance period the IP/PI, in the form of software, has not met the acceptance criteria, the agreement shall terminate and Licensee shall return all materials furnished.

If Licensor has not received a written notice of acceptance or cancellation with five working days after the end of the acceptance period, the IP/PI, in the form of software, shall be deemed accepted by Licensee.

Upon Licensee's request, Licensor shall provide any of the incidental support activities set forth in a separate Schedule for services, prior to the acceptance period. Services provided by Licensor hereunder shall be limited to delivery of the IP/PI; and with respect to Software, delivery shall only include delivery of the software and associated program materials together with basic support of the installation and initial start-up of the software. In the event any additional services are requested by Licensee, such services shall be described and ordered by a separate Schedule under the General Services Agreement between Licensor and Licensee.

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ARTICLE 7. INVOICING

Notwithstanding any other provision hereof to the contrary, in order to enable Licensor to comply with the applicable requirements, if any, of Parts 32 and 64 of the Rules of the Federal Communications Commission ("FCC") pertaining to affiliate transactions and any similar state or federal requirements, compensation payable to the Licensor for Licensor's provision of any services to Licensee hereunder shall be no less than the amount Licensor is required to record in its regulated books of account and compensation payable to Licensee for Licensee's provision for any services to Licensor hereunder shall be no more than the amount Licensor is allowed to record in its regulated books of account. To ensure that the requirements of this paragraph are satisfied, Licensor shall have the right from time to time to true-up the charges payable hereunder and to revise the charges accordingly and/or to recover any deficiency.

Billing for Services will be rendered on a monthly basis, in arrears. Invoice will be due and payable net thirty (30) days from the invoice date. All late payments will be subject to a late charge fee of 1.50% per month on the unpaid balance.

ARTICLE 8. TAXES

Any tax or other amount which Licensor may be required to pay or collect for a government agency upon or with respect to the Services rendered hereunder, or the use or delivery of any products or parts thereof on behalf of Licensee, will be billed to Licensee as separately stated charges. In the event Licensee disputes the taxability of an item hereunder, Licensor will continue to collect such tax or fee unless and until Licensee provides Licensor with documentation authorized and prescribed by the taxing authority, such as a certificate of exemption, relieving Licensor from liability for the collection and payment of such tax or fee.

ARTICLE 9. DOCUMENTATION

Each party agrees to keep complete and accurate records pertaining to the Services being performed under this Agreement, and to make such records available to the other party upon request. Upon request, Licensee will provide to Licensor such reports and information concerning its operations that may be necessary for Licensor to perform its obligations hereunder.

ARTICLE 10. PROTECTION OF INTELLECTUAL PROPERTY/PROPRIETARY INFORMATION (IP/PI)

Licensee agrees that the IP/PI is valuable information of Licensor, and Licensee shall maintain it in the strictest confidence. Licensee agrees not to use, print, copy, provide or otherwise disclose, in whole or in part, any portion of the IP/PI except in accordance with this Agreement or the separate Sharing Agreement Schedule. Licensee agrees to maintain and implement adequate procedures, satisfactory to Licensor, to protect the confidentiality of the IP/PI. At Licensor's request, Licensee shall provide Licensor with a copy of such procedures.

Licensee may copy, in whole or in part, any portion of the IP/PI provided to Licensee in accordance with this Agreement. Any reproduction shall include any copyright or similar proprietary notices contained in the items being reproduced. With respect to Software, Licensee may not copy the Source Code, in whole or in part without Licensor's prior written consent. If the IP/PI is not licensed under a company-wide Licensing Agreement, Licensee agrees to maintain appropriate records of the number and locations of all copies of the IP/PI. The original and any copies of the IP/PI or any portion thereof made by Licensee shall remain the property of the Licensor and shall be returned to Licensor upon termination or cancellation of the applicable license.

Licensee agrees to sign a Non-Disclosure Agreement for each item of IP/PI received.

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Except as provided in Article 4, or unless Licensee obtains Licensor's prior written consent, Licensee agrees not to provide or otherwise make the IP/PI available in any form to any person other than permanent and contracted employees of Licensee who have agreed in writing to maintain the confidential nature of third party trade secrets and know-how in Licensee's possession. Licensee agrees to advise all employees having access to the IP/PI of the terms and conditions of this Agreement, including the potential proprietary trade secret nature of the IP/PI.

Licensee shall immediately notify Licensor of any information that comes to its attention, which does or might indicate that the IP/PI has not been maintained in the strictest confidence. In such event, Licensee shall take all steps within its power, including legal action, to limit or terminate any loss of confidentiality.

ARTICLE 11. LICENSOR'S INFORMATION

In addition to Licensee's obligations to protect the IP/PI, Licensee agrees that any Information of Licensor's that is furnished or made available or otherwise disclosed to Licensee pursuant to this Agreement shall remain the property of Licensor. Unless any such Information was previously known to Licensee free of any obligation to keep it confidential, or becomes generally available to the public through acts not attributable to Licensee or an agent or contractor of Licensee, it shall be subject to the provisions set forth in this Article 11; and (1) shall be held in the strictest confidence by Licensee and its employees, contractors or agents; (2) shall be disclosed only to those of Licensee's employees, contractors or agents who have a need to know; and (3) may be released or disclosed to other persons only upon such terms and conditions as may be previously agreed to by Licensor in writing.

ARTICLE 12. PROPRIETARY RIGHTS

Except as otherwise provided in the Agreement, nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark, copyright or other proprietary right, whether or not the exercise of any right herein granted necessarily employs an invention of any existing or later issued patent.

ARTICLE 13. COMPLIANCE WITH LAWS

Both parties agree to comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and all other applicable federal and state laws, rules, regulations and codes with which they are obligated to comply in the performance of this Agreement, including the procurement of permits and certificates where needed. Both parties further agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap, and to comply with all applicable federal and state laws, orders, rules and regulations on this subject during the performance of this Agreement.

This Agreement shall be subject to any and all applicable federal, state and local laws, regulations, and ordinances, as well as any applicable tariffs. To the extent necessary, the parties agree to amend this Agreement to conform to the requirements of any such laws, regulations, ordinances or tariffs.

All employees or agents of Licensor engaged in the performance of this Agreement will be considered solely the employees of Licensor and will not be considered employees or agents of Licensee for any purpose whatsoever.

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ARTICLE 14. NOTICES

Any notice, invoice or demand which under the terms of this Agreement or otherwise must or may be given or made by Licensor or Licensee will be in writing and addressed to the respective parties as follows:

To Licensor: Michigan Bell Telephone Company
Associate Director - Affiliate Issues
2000 W. Ameritech Center Drive, 2F67D
Hoffman Estates, IL 60196

To Licensee: SNET America, Inc
310 Orange St., 3rd Floor
New Haven, CT 06510
Attn: Arthur Paquette

The above addresses may be changed at any time by giving thirty (30) days' prior written notice as provided above.

ARTICLE 15. SEVERABILITY

If any of the provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced accordingly.

ARTICLE 16. ASSIGNMENT

Neither party may assign its obligations, rights or interest under this Agreement without first obtaining the written approval of the other party hereto. All obligations and duties of any party under this Agreement will be binding upon all successors-in-interest and assigns of such party.

ARTICLE 17. CHOICE OF LAW

The construction, interpretation and performance of this Agreement will be governed by the domestic laws of the State of Illinois.

ARTICLE 18. TERM

This Agreement will become effective when executed by both parties and will continue in full force and effect until terminated by either party upon thirty (30) days prior written notice. Termination of this Agreement will also constitute termination of all Schedules attached hereto then in effect. On the other hand, an individual Schedule may be terminated by either party hereto, as provided in such Schedule, without terminating this Agreement in its entirety or any other Schedules then still in effect.

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ARTICLE 19. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties pertaining to the subject matter hereof and constitute the entire agreement between them. This Agreement may not be modified or amended, except by a written instrument signed by both parties.

ARTICLE 20. PUBLICITY

Licensee agrees not to advertise, or otherwise make known to others, any information regarding this Agreement. Licensee further agrees not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes or pictures implying endorsement by Licensor or any of its employees without Licensor's prior written approval. Licensee will submit to Licensor for written approval, prior to publication, all publicity matters that mention or display Licensor's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

ARTICLE 21. LIMITATION OF LIABILITY

MICHIGAN BELL TELEPHONE COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ATTRIBUTABLE TO OR RESULTING FROM ITS PERFORMANCE HEREUNDER. In no event will Michigan Bell Telephone Company's liability for damages caused by its failure to supply material or perform services in a proper or timely manner exceed the amount paid by Licensee to Licensor for such materials or services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original counterparts as of the date first set forth below.

LICENSOR:

LICENSEE:

Michigan Bell Telephone Company

SNET America, Inc.

By: _____

By: _____

Name: Brian Scully

Name: Art Paquette

Title: Associate Director – Affiliate Issues

Title: Controller

Date: _____

Date: _____