

**PARTICIPATING ADDENDUM #16045
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1523**

PARTICIPANT: STATE OF SOUTH DAKOTA

This Participating Addendum (the "PA") is made this 31st day of March 2011 (the "PA Effective Date"), between the State of South Dakota ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA") are parties to that certain Western States Contracting Alliance contract, #1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Master Agreement"). A true and correct copy of the Master Agreement is attached hereto as Exhibit "A".

1.2 Participant wants to participate in the Master Agreement pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Master Agreement and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Participating Entities. Participant hereby designates and authorizes the following Participating Entities to purchase products and services from Contractor under the terms and conditions of the Master Agreement and this Participating Addendum:

all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State of South Dakota, including counties, municipalities and public school corporations within the State of South Dakota as the only authorized Participating Entities under the Agreement.

Contractor may, at its discretion, extend pricing from this PA to Indian tribal governments and non-profit organizations in South Dakota. Any such sales made to Indian tribes and non-profit organizations will be included in any required reports and will be subject to the WSCA administrative fee.

Section 4. Purchase Orders. Participating Entity(ies) must issue purchase orders hereunder that reference both Master Agreement #1523 and the PA #16045. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master Agreement number and/or the PA may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Participant's Primary Contact. Participant's primary contact under the Agreement will be as follows:

Name: Margie Newling
 Title: State of South Dakota
 Bureau of Information and Telecommunications
 Division of Telecommunications

Address: 700 Governor's Drive
 Pierre, SD 57501

Telephone: (605) 773-7532
 Fax Number: (605) 773-3741
 E-Mail: Margie.Newling@state.sd.us

The secondary Participating Entity contact for this PA is as follows:

Name: Jeff T. Holden, Director
 Title: State of South Dakota
 Office of Procurement Management

Address: 523 E. Capital Avenue
 Pierre, SD 57507-3182

Telephone: (605) 773-3405
 Fax Number: (605) 773-4840
 E-Mail: Jeff.Holden@state.sd.us

The primary Contractor contact for this PA is as follows:

Name: Twila Lively
 Contractor: AT&T

Address: 2600 Camino Ramon, Room 3W550BB
 San Ramon, CA 94583

Phone: (925) 487-9945
 E-mail: twila.lively@att.com

Section 6. Authority to Enter into PA. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof.

Section 7. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This §7 specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 8. Assignment of Anti-trust Claims. Contractor hereby agrees to convey, assign and transfer to Participant 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, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of

the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by Participating Entities in connection with this PA.

Section 9. Additional Terms and Conditions.

9.1 Custom Offers. In addition to the Plans found at the "Plans" page of the Program Website, Participant's CRUs State agencies and local public bodies, cities, courts, counties, public safety institutions may also select from (a) the Custom Pooled Plans described in §9.1.1 along with Table 9.1.1, Exhibit B attached hereto and incorporated herein by reference ("GOV Pooled Plans"); and (b) the Custom Integrated Plan described in §9.1.2 along with Table 9.1.2, Exhibit C attached hereto and incorporated herein by reference (the "Custom Integrated Plan"). Contractor will provide the GOV Pooled Plans and the Custom Integrated Plan for the term of the Participating Addendum. The Custom Integrated Plans are not available to public schools and institutions of higher education. The GOV Pooled Plans and the Custom Integrated Plan are not available to IRUs.

9.1.1 Custom Pooled Plans. The GOV Pooled Plans are eligible for the MSC Service Discount. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business Pooled Nation Sales Information applies to the GOV Pooled Plans, and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this §9.1.1 and those set forth in the AT&T Business Pooled Nation Sales Information, the terms of this §9.1 will control.

9.1.2 Custom Integrated Plan. The Custom Integrated Plan is **not** eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. The Custom Integrated Plan is only available to Customer's CRUs activating new Service. Except as otherwise provided herein; (a) the Wireless Data Service rates, terms and conditions set forth in the Smartphone/Blackberry Enterprise Plan Brochure Sales Information applicable to the Enterprise Data Plan for Smartphones (without tethering); and (b) the Voice Service rates, terms and conditions of the AT&T Business Pooled Nation Sales Information, apply to the Custom Integrated Plan and are incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this §9.1 and the Sales Information referenced in this §9.1.2, the terms of this §9.1 will control.

9.2 Recurring Credits. Provided Participant remains in compliance with all of the terms and conditions of the Participating Addendum, and subject to the restrictions set forth in this §9.2, Contractor will provide Participant the monthly recurring Service credits described in Table 9.2 below (each, a "Recurring Credit"). Recurring Credits are applied before the Service Discount. Recurring Credits are only available to the Participant's CRUs who (a) activate or migrate Service on the corresponding Plan or Messaging Bundle, and (b) remains on Service under such Plan or Messaging Bundle at the time the Recurring Credit is applied. Recurring Credits are not available to IRUs.

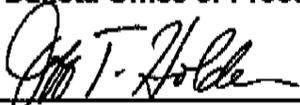
**Table 8.3
RECURRING CREDITS**

PLAN OR MESSAGING BUNDLE	MONTHLY RECURRING CREDIT
GOV GSM National Pooled Plan 100 with a MSC of \$30.00	\$5.00
GOV GSM National Pooled Plan 300 with a MSC of \$39.00	\$5.00
GOV GSM National Pooled Plan 600 with a MSC of \$53.00	\$5.00
GOV GSM National Pooled Plan 1000 with a MSC of \$70.00	\$5.00
Messaging Bundle 200 with a MSC of \$5.00 when combined with a Voice Service Plan with an MSC of \$30.00 or higher and maintained on the same device	\$2.00

Section 10. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order or otherwise; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

South Dakota Office of Procurement Management

By: 
Jeff T. Holden, duly authorized

Name: Jeff T. Holden

Title: Director

Date: March 17, 2011

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: 
, duly authorized

Name: Theresa Page

Title: Sr. Contract Mgr.

Date: 3/31/11

EXHIBIT A**Attachment DD****Standard Contract Terms and Conditions
Western States Contracting Alliance**

Note: Although some of the following terms and conditions are duplicates of the standard State of Nevada terms and conditions, they are required by the WSCA by-laws.

PARTICIPANTS: Western States Contracting Alliance (herein WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming ("Participant(s)" or "Participating State(s)"). Obligations under this Contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive. The term "Participating Entity" means a Participating State or other legal entity authorized by a Participating State to contract for the purchase of Service, Equipment and related goods and services in connection with the corresponding Participating Addendum.

CONTRACTOR: AT&T Mobility National Accounts LLC is the "Contractor" under the Contract. Contractor may also be referred to as AT&T or "Cingular" at times throughout the Contract.

CONTRACT: The term "Contract" means the entire collection of documents associated with WSCA RFP No. 1523 and Contractor's response thereto including, without limitation, the Request for Proposal, Contractor's response, and Attachments AA-DD, as amended.

PRECEDENCE: Notwithstanding anything to the contrary elsewhere in the Contract, with respect to any Participating Addendum between Contractor and a Participant, this Attachment DD, together with all its Exhibits, will take precedence amongst the Contract documents over the terms and conditions of the Contract For Services of Independent Contractor between the State of Nevada and Contractor.

QUANTITY ESTIMATES: WSCA does not guarantee to purchase any amount under the Contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by Contractor; otherwise, it will be considered that the bid is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the bid states "No substitute". Bids will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS: WSCA reserves the right to accept or reject any or all bids or parts of bids, and to waive informalities therein.

BID SAMPLES: Generally, when required, samples will be specifically requested in the bid invitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a Contractor's request, transportation collect.

CASH DISCOUNT TERMS: Vendor may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Bid prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Participating Entity, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

AWARD: The award will be made to the lowest responsive and responsible vendor meeting specifications and all bid terms and conditions. Unless stated in the bid requirements or special terms and conditions, WSCA reserves the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the bid the vendor certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this Contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions contained in a Participating Addendum, the special terms and conditions of such Participating Addendum shall govern. The terms and conditions of the Contract for Services of Independent Contractor between the State of Nevada and Contractor do not apply to Participating Entities, with the exception of those terms and conditions specific to the administration of the WSCA wireless contract.

REPORTS: The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. Contractor shall not be liable for damages that are the result of negligence or willful misconduct by the Participating Entity, its respective agencies, and/or its respective employees.

LIMITED LIABILITY: Contract liability of both Contractor and Participating Entity shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor or Participating Entity be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of a any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or of the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting contract(s) construed in accordance with the laws of Nevada. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the contract(s) shall be in the Lead State. Venue for any claim, dispute or

action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Participating Entity's State.

DELIVERY: The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Participating Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY:

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

AMENDMENTS: The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party may assign this Contract or any rights hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary or affiliate of Contractor or to any purchaser of all or substantially all its assets upon written notification to Participating Entity.

NONDISCRIMINATION: Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these

statutes. Vendor agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this Contract shall be subject to inspection and test by the Participating Entity at times and places determined by the Participating Entity. If the Participating Entity finds goods furnished to be incomplete or in compliance with bid specifications, the Participating Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Participating Entity, the Participating Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Participating Entity's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond that party's reasonable control. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the Contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the bid, the unit prices will govern.

BID PREPARATION COSTS: WSCA is not liable for any costs incurred by the vendor in proposal preparation.

CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this Contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this Contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA participating states shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records will be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The Contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

PROGRAM DESCRIPTION: Service will be provided by Contractor in accordance with the Program Description attached hereto as Exhibit "A", together with any and all related products and services Attachments incorporated therein. Participating Entities acknowledge and agree that the Program Description and related Attachments may be modified by Contractor from time to time with the prior approval of the WSCA Contract Administrator, which shall not be unreasonably withheld.

Signed:


AT&T Mobility National Accounts LLC

8/30/07
Date


State of Nevada, on behalf of WSCA

9-4-07
Date

EXHIBIT "A"

PROGRAM DESCRIPTION

1. Service and Service Discount. Contractor, through its Carriers, will provide Service to authorized Participating Entities and their respective CRUs and IRUs.

1.1 Service Discount. Contractor will provide Participating Entities' CRUs with an MSC Service Discount of twenty percent (20%). Contractor will provide Participating Entities' IRUs with an MSC Service Discount of fifteen percent (15%); provided, however, that IRUs (a) receiving Service under Participating Addenda executed on or before December 31, 2006; and (b) that activated Service on or before December 31, 2006, will be provided an MSC Service Discount of fifteen percent (15%). Contractor may restrict certain Plans or certain other discount programs from qualifying for the Service Discount, and it will advise SNDP when such restrictions apply.

1.1.1 Restrictions. Contractor will not apply the MSC Service Discount to: (a) other monthly service charges such as monthly recurring charges for features; and/or (b) any other charges under the Agreement.

2. Equipment and Accessories. Subject to the restrictions set forth in this §2, Contractor will provide Participating Entities with an Equipment Discount of 50% off the prices of select Equipment found at the "Equipment" page found at the Program Website, as may be modified by Contractor from time to time. Contractor will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases and may not be combined with any other equipment offer.

3. Financial Responsibility.

3.1 Participating Entities. Participating Entities must pay for all charges incurred by CRUs under their corresponding Participation Addendum. Participating Entities are not liable for any charges incurred by IRUs.

3.2 Contractor. Contractor will pay the applicable WSCA Administration Fees associated with End Users on Service hereunder, regardless of whether such End Users are CRUs or IRUs.

4. Billing Services. Each Participating Entity will receive certain billing analysis tools using WIN Advantage® software.

5. Payment and Charges.

5.1 Payment. Participating Entities must pay all Service charges incurred in accordance with Plans, including, without limitation, charges for airtime, recurring monthly access (or monthly service), activation, features, voice mail access, voice mail delivery, data usage, text and multi-media messages, downloadables, alerts, roaming, long distance, directory and operator assistance, Equipment, premium content, and charges for other goods and services that are charged through Participating Entities' or CRUs' bill(s). Participating Entities may be billed for multiple types of usage simultaneously. Participating Entities must also pay Taxes and any license fees, late payment fees, and any Regulatory Cost Recovery Fee/Regulatory Programs Fee. For any termination (including when a Number is switched to another carrier), Participating Entity will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice. Monthly service and certain other charges for Service using the Cingular Wireless network and related systems are billed in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Monthly service and certain other charges for Service using certain legacy networks and related systems are billed in arrears. In either case, to the extent Participating Entity receives invoices

for Service combined with a landline phone bill (where available), Participating Entity will be billed in advance as provided above.

5.1.1 Taxes. Taxes include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on a Participating Entity, CRU, Contractor or a Carrier) including, without limitation, assessments to defray costs for government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

5.1.2 Participating Entities Tax-Exempt Status. Contractor acknowledges that in certain instances Participating Entities may be tax-exempt. Contractor will accord the proper tax-exempt status to each Participating Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Participating Entity must pay any Taxes not covered by its tax-exempt status.

5.1.3 Regulatory Cost Recovery Fee/Regulatory Programs Fee. In addition to other charges, Contractor may assess a Regulatory Cost Recovery Fee/Regulatory Programs Fee, which is a monthly charge with respect to each CRU, that is created, assessed and collected by Contractor to help defray Contractor's costs for compliance with various regulatory requirements which include, but are not limited to, the capability to provide wireless number portability, number pooling and 911 enhancements in Cingular Wireless' network. Some of these programs may not yet be available to Participating Entities or End Users. The Regulatory Cost Recovery Fee/Regulatory Programs Fee is not a tax or government required charge. Contractor may change the amount of the Regulatory Cost Recovery Fee/Regulatory Programs Fee without notice.

5.2 Charges.

5.2.1 Generally. Unless otherwise provided in the corresponding sales information, if a selected Plan includes a predetermined allotment of services (for example, a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. Service may be billed in a subsequent month due to delayed reporting between Carriers and will be charged as if used in the month billed. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Contractor may make reasonable adjustments and proratons. Service charges may differ by Service Area. Contractor's additional products and services may incur charges in a different manner than set forth herein, and Contractor will advise SNDP of any such differences in the corresponding Sales Information.

5.2.2 Voice Service Charges. On all Contractor networks, Voice Service on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. Contractor will charge 800, 866, 877, 888 and other "toll free" calls at domestic airtime or roaming rates. Puerto Rico residents will be billed for these calls based on the corresponding Plan, feature(s) and/or promotion. If an Incoming call has been forwarded to another Number, Participating Entities will be charged for the entire time that Contractor's switch handles the call. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. All outgoing calls on the Contractor's network for which Contractor's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Airtime and other measured usage may (a) include time for Contractor to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of our facilities, including by way of example, voice mail deposits and retrievals, and call transfers.

5.2.3 Wireless Data Service Charges. Wireless Data Service will be calculated and billed in full kilobyte increments. One kilobyte equals 1024 bytes. One megabyte equals 1024 kilobytes. Utilizing compression solutions may or may not impact the amount of kilobytes for which a Participating Entity is billed. Wireless Data Service usage for each billing record will be rounded up to the next kilobyte and the charge will be rounded up to the nearest cent. Participating Entity is responsible for all Wireless Data Service usage sent through Contractor's network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If a Participating Entity or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. Contractor's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on Contractor's network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage.

6. Plans. Participating Entities may choose from Plans found in the Program Website, as may be modified by Contractor from time to time. All Plans are subject to their terms and conditions set forth in their corresponding brochures and related materials, all of which are incorporated herein by this reference. Each Participating Entity must comply with all of the terms and conditions related to the Plans. Rates, terms and conditions are subject to change. Any provisions in the terms and conditions governing the Plans, which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of any corresponding Participating Addendum.

7. Resale and Other Prohibited Uses. Participating Entities and their respective End Users are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

8. Employee Benefit Program. Participating Entities Employees may participate in the Employee Benefit Program. All such Employees participating in the Employee Benefit Program will be IRUs hereunder. Participating Entities acknowledge and agree that Employees must be validated in order to participate in the Employee Benefit Program, and that any Employees not so validated will not be IRUs hereunder and will not receive corresponding program benefits.

8.1 Employee Benefit Program Activation Processes and Procedures. Each IRU participating in the Employee Benefit Program: (a) must enter into, and be individually responsible for complying with a two-year IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time.

8.2 Employee Benefit Program Features. Under the Employee Benefit Program: (a) IRUs may choose from select Service Plans available to Participating Entities within each Cingular Market (provided they qualify for the chosen Plan); (b) IRUs will receive the MSC Service Discount in accordance herewith; and (c) IRUs will receive the Equipment Discount in accordance herewith. Notwithstanding the foregoing, or anything else to the contrary elsewhere in the Contract, Participating Entities and Contractor hereby expressly acknowledge and agree that Contractor may at any time, in its sole discretion, modify or terminate the MSC Service Discount and/or the Equipment Discount with respect to IRUs participating in this Employee Benefit Program. In the event Contractor takes such action, it will notify the Participating Entities.

8.3 WIN Advantage® Exclusion. IRUs' account information is not included in the WIN

Advantage® software.

8.4 Marketing Assistance. Participating Entities will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

9. Additional Products, Services, Equipment and Programs. Contractor may make additional products, services, equipment and/or programs ("Additional Products") available to Participating Entities. To the extent a Participating Entity orders, pays for, or otherwise receives the benefit of any Additional Products, such Participating Entity is bound by the Additional Product's respective terms and conditions found at the Program Website, as such terms and conditions may be modified by Contractor from time to time, all of which are incorporated herein by reference. Any and all references to "Customer" in the terms and conditions for the Additional Products shall mean the corresponding Participating Entity.

10. Definitions. In addition to terms defined elsewhere in Attachment DD, these terms have the following meanings herein:

10.1 "Carrier" or "Carriers" means a Contractor-related, licensed entity that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Contract.

10.2 "Contractor Markets" means a geographic area served by affiliates under common control with Contractor.

10.3 "CRU" and "Corporate Responsibility User" mean an Employee receiving Service under a Participating Entity's account.

10.4 "Employees" means Participating Entity's current, validated employees receiving Federal W-2 or K-1 tax treatment.

10.5 "Equipment" means the wireless receiving and transmitting equipment, SIM (Subscriber Identity Module) Card or any accessories that Contractor has authorized to be programmed with a Number or Identifier.

10.6 "Equipment Discount" means a discount on select Equipment found at the Program Website, as described herein.

10.7 "End Users" means CRUs and IRUs, collectively.

10.8 "IRU" and "Individual Responsibility User" mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.

10.9 "IRU Service Agreement" means a separate two (2) year agreement between an IRU and Cingular for Service, Equipment and related matters.

10.10 "Monthly Service Charge" means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

10.11 "MSC Service Discount" or "Monthly Service Charge Discount" means the Service Discount applied to an eligible End User's Monthly Service Charge as described herein. Unless otherwise specified, the term "Service Discount" found in any Attachments incorporated herein means the MSC Service Discount with respect to End Users in Contractor Markets.

10.12 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

10.13 "Plan" means a Cingular Wireless calling plan, Service plan or rate plan.

10.14 "Program Website" means www.ajt.com/WSCATerms

10.15 "Service" means commercial mobile radio service, including Voice Service and Wireless Data Service.

10.16 "Service Discount" means a monthly discount on Service, applied to an End User's Monthly Service Charge as described herein.

10.17 "Voice Service" means wireless voice telecommunications services.

10.18 "WIN Advantage®" means the Wireless Information Navigator Advantage™ software, together with all updates and modifications thereto.

10.19 "Wireless Data Service" means wireless data telecommunications services.

EXHIBIT B**Table 9.1.1**

	GOV GSM National Pooled Plan 100	GOV GSM National Pooled Plan 200	GOV GSM National Pooled Plan 300	GOV GSM National Pooled Plan 400	GOV GSM National Pooled Plan 500	GOV GSM National Pooled Plan 600	GOV GSM National Pooled Plan 700	GOV GSM National Pooled Plan 800	GOV GSM National Pooled Plan 900	GOV GSM National Pooled Plan 1000	GOV GSM National Pooled Plan 6000
Monthly Service Charge	\$30.00	\$34.00	\$39.00	\$44.00	\$49.00	\$53.00	\$57.00	\$61.00	\$65.00	\$70.00	\$205.00
Anytime Minutes	100	200	300	400	500	600	700	800	900	1000	6000
Overage Rate	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Included Nights & Weekend Minutes	5000	5000	5000	5000	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM									
Domestic Long Distance	Included	Included									
Domestic Roaming	Included	Included									

Only up to 4 GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN)

EXHIBIT C

Table 9.1.2

CUSTOM INTEGRATED PLAN

	GOV GSM National Pooled Plan 300	GOV GSM National Pooled Plan 600	GOV GSM National Pooled Plan 1000
Monthly Service Charge	\$50.00	\$63.00	\$75.00
Anytime Minutes	300	600	1000
Voice Overage Rate	\$0.25	\$0.25	\$0.25
Included Nights & Weekend Minutes	5000	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included
Domestic Roaming	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A
Included Data Access	Internet Browsing and Email	Internet Browsing and Email	Internet Browsing and Email
Unlimited Text	Yes	Yes	Yes

Only up to 4 GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN)