

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BETWEEN
THE STATE OF SOUTH DAKOTA AND AT&T MOBILITY NATIONAL ACCOUNTS LLC
BID NUMBER RFP: #S1907
STATE OF SOUTH DAKOTA CONTRACT NO.: 16371**

This Participating Addendum (the "PA") is made this 13th day of June, 2012 (the "PA Effective Date"), between 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"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #S1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 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 "Contract").

1.2 Participant wants to participate in the Contract 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 re-stated 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 Contract 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 Contract.

Section 3. Authorized Participating Entities. Participant hereby designates: 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 #S1907 and the PA. 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 Participating Addendum 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 Participating Addendum. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts.

Participant:

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

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: Erich Weeks
Title: Account Manager
Address: 2535 E 40th – Floor 1
Denver, CO 80205
Telephone: 303-391-7330
E-Mail: ew383u@att.com

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. 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. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- **WSCA.** Contractor has included in the price offered a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. 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 section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 11. 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. Except as expressly provided in the Agreement, 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; 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.

STATE OF SOUTH DAKOTA

By: *Steven L. Berg*
, duly authorized

Name: Steven L. Berg

Title: Director, Office of Procurement Management

Date: 6/13/2012

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: *Linda J. Cottingham*
, duly authorized

Name: Linda J. Cottingham

Title: Contract Manager

Date: 6/13/12

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. 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.

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 §2.1, Contractor will provide Participant the monthly recurring Service credits described in Table 2.1 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 2.3
RECURRING CREDITS**

PLAN OR MESSAGING BUNDLE	MONTHLY RECURRING CREDIT
GOV GSM National Pooled Plan 100 with a MSC of \$30.00	\$4.00
GOV GSM National Pooled Plan 300 with a MSC of \$39.00	\$3.64
GOV GSM National Pooled Plan 600 with a MSC of \$53.00	\$3.08
GOV GSM National Pooled Plan 1000 with a MSC of \$70.00	\$2.40
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