



**State of New Mexico
General Services Department
Purchasing Division**

Contract Amendment

Awarded Vendor:
0000045725
AT&T Mobility
P.O. Box 8229
Aurora, Illinois 60572

Attn: Twila Lively
Phone: (925) 487-9945

Contract Number: 20-000-00-00048CC

Contract Amendment No.: Two

Term: June 4, 2012 – June 30, 2019

Ship to:
All State of New Mexico Agencies, Commissions,
Institutions, Political Subdivisions and Local Public
Bodies allowed by law.

Procurement Specialist: Debra Saiz *DS*

Telephone No.: (505) 827-0521

Invoice:
Same as "Ship To"

Title: Wireless Services & Accessories

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following modifications effective immediately:

- **The term expiration date of this agreement is extended from October 31, 2016 to June 30, 2019**

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 08/17/2016

AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Teri Becker
Phone: (775) 684-0178 Fax: (775) 684-0188
Email: tbecker@admin.nv.gov

and

AT&T Mobility National Accounts LLC
2600 Camino Road
San Ramon, CA 94583
Contact: Twila Lively
Phone: (925) 487-9945 Fax: (510) 261-2155
Email: twila.lively@att.com

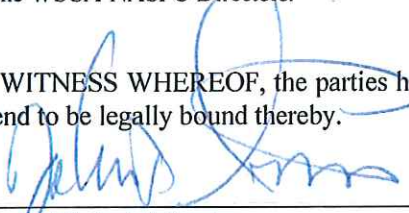
1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated March 15, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended from October 31, 2016 to June 30, 2019 to coincide with filing requirements by Federal E-Rate customers.

2. INCORPORATED DOCUMENTS. The Contract is incorporated herein by reference.


3. REQUIRED APPROVAL. This amendment to the original Contract shall not become effective until and unless approved by the WSCA-NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.


Independent Contractor's Signature

4/17/14
Date

Senior Vice President - GEM
Independent's Contractor's Title



Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA-NASPO Directors

On _____

Approved as to form by:

(Date)


Deputy Attorney General for Attorney General

On 29 April 14
(Date)



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000045725
AT&T Mobility
PO Box 8229
Aurora, Illinois 60572


Telephone No. (760) 489-3136

Price Agreement Number: 20-000-00-00048CC

Price Agreement Amendment No.: One

Term: May 11, 2012 – October 31, 2016

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker 

Telephone No.: (505) 476-3121

Invoice:

As Requested

Title: Wireless Services & Accessories

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Please correct first sentence under Section 8 – Notice of Administration Fees, second bullet New Mexico on page 3 of participating addendum to read:

Contractor is being charged a State of New Mexico contract administrative fee in the amount of one half of one percent of the total wireless spend, pursuant to the schedule of payments set forth below.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 7/13/2012

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472





**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor

0000045725

AT&T Mobility

PO Box 8229

Aurora, Illinois 60572

Telephone No. (760) 489-3136

Price Agreement Number: 20-000-00-00048CC


Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:

All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker 

Telephone No.: (505) 476-3121

Invoice:

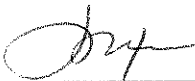
As Requested

Title: Wireless Services and Accessories

Term: May 11, 2012 thru October 31, 2016

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 04/27/12

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #S1907**

**PARTICIPANT: STATE OF NEW MEXICO
State of New Mexico Contract # 20-000-00-00048CC**

This Participating Addendum (the "PA") is made this 11 day of MAY, 2012 (the "PA Effective Date"), between State of New Mexico ("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 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 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 government entities within the State of New Mexico, including all State Agencies and local public bodies including the cities, courts, counties, public schools, institutions of higher education and Native American Pueblos within the State of New Mexico are authorized Participating Entity(ies) under the Agreement. Executive Agencies of State Government must have the Department of IT's written approval to use this Contract.

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: Gerrie Becker
Title: IT/RFP Purchasing Supervisor
Address: 1100 St. Francis Drive, Room 2016
Santa Fe, NM 87505
Telephone: (505) 476-3121
Fax Number: 505-827-2484
E-Mail: Gerrie.Becker@state.nm.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: ttsmith@admin.nv.gov

Contractor Account Team:

Name: Lauren Williams
Title: Sales Executive
Address: 1610 Cheyenne Mt Blvd, Ste 160
Colorado Springs, CO 80906
Telephone: (303) 681-7193
Fax Number:
E-Mail: laurenk.williams@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.

7.3 Pay Equity Reporting. Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the

annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

"Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one time fulfillment of a purchase order.

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 is being charged 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.

- **NEW Mexico.** Contractor is being charged a State of New Mexico Contract Administrative Fee in the amount of one half of one percent (.05%) of the Total Wireless Spend, pursuant to the schedule of payments set forth below.: Checks should be made payable to the State of New Mexico.

Period End	Report & Fee Due
September 30	November 15
December 31	February 15
March 31	May 15
June 30	August 15

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. 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.

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

STATE OF NEW MEXICO

By: [Signature]
_____, duly authorized

Name: Lawrence O. Maxwell

Title: State Purchasing Agent

Date: 4/26/12

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: [Signature]
_____, duly authorized

Name: Theresa Page

Title: Sr. Contracts Mgr.

Date: 4/24/12

MASTER SERVICE AGREEMENT

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

RECITALS

Whereas, pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium;

Whereas, WSCA issued Request for Proposal #1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, dated February 3, 2011, as amended, which is attached hereto and incorporated herein as Attachment BB (the "Solicitation");

Whereas, Contractor submitted its Response to the Solicitation, which is attached hereto and incorporated herein as Attachment CC (the "Response");

Whereas, on or about May 24, 2011, and in connection with the Solicitation, WSCA gave notice of its intent to award contracts to certain entities including Contractor (the "Notice of Intent to Award");

Whereas, WSCA and Contractor intend to enter into a contract in connection with the Solicitation and the Notice of Intent to Award that operates to both (a) set forth terms and conditions applicable between WSCA and/or the Lead State, and Contractor with respect to the overall procurement; and (b) set forth the primary, first-in-precedence terms and conditions applicable between Contractor and Participating Entities participating in the Contract.

In consideration of the above premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** The Master Service Agreement (aka the "Contract") shall not become effective until and unless approved by the WSCA Directors.

2. DEFINITIONS.

2.1 "Contract" and "Master Service Agreement" mean this document, entitled "Master Service Agreement," including, without limitation, Contractor's Special Terms and Conditions, as may be amended by the Lead State, and Contractor, together with other incorporated documents as more fully described in §5 herein.

2.2 "Contractor" means the vendor entity that, along with WSCA, is a party to the Contract and that performs services and/or provides goods for WSCA under the Contract.

2.3 "Fiscal Year" is the Lead State's fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

2.4 "Participant" and/or "Participating State" means a state or other authorized entity that (a) has executed a Participating Addendum; or (b) has signed (and not revoked) an Intent to Contract at the time of the award of this Contract.

2.5 "Participating Addendum" and/or "PA" mean an agreement between Contractor and a Participant, in form and substance substantially similar to Exhibit 1 to the Special Terms and Conditions, through which such Participant participates in the Contract.

2.6 "Participating Entity" and/or "Buyer" mean a Participant, Participating State or other entity properly authorized by a Participant to purchase services and products under the Contract, or that otherwise participates in the Contract through the corresponding Participating Addendum.

2.7 "Special Terms and Conditions" means Contractor's additional terms and conditions, unique to Contractor with respect to its corresponding services and products, which are attached hereto and incorporated herein as Attachment AA.

2.8 "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307, and for purposes of this Contract, the Lead State is acting on behalf of WSCA with the authority to enter into, and amend the Contract.

2.9 "Sub-PA" means a document executed by a Participating Entity participating in an existing PA pursuant to which separate terms and conditions applicable only to that Participating Entity and other authorized entities.

2.10 "Total Wireless Spend" means, with respect to the WSCA Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Contract, less taxes and surcharges.

2.11 "WSCA" means the Western States Contracting Alliance, 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, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. **CONTRACT TERM.** The Contract shall be effective from March 15, 2012 to October 31, 2016, (subject to the WSCA Directors' approval), unless sooner terminated by either Party as specified in paragraph 21 herein. Each Participating Addendum executed in connection with the Contract shall be effective from its corresponding effective date through the end of the Contract's term, unless otherwise specified in that Participating Addendum. Notwithstanding the foregoing, Contractor and the Lead State acknowledge and agree that Contractor may enter into a Participating Addendum with any Participant hereunder on or after this Contract's "effective from" date upon approval of the Lead State. Any such Participating Addendum so executed will be subject to the terms and conditions of this Contract.

4. **CANCELLATION; NOTICE.** The Contract may be canceled by either the Lead State or Contractor upon written notice sixty (60) days prior to the effective date of the cancellation. Cancellation of the Contract due to Contractor's default may be immediate. Further, any Participant may cancel its Participating Addendum upon thirty (30) days written notice to Contractor, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision (a) may be in whole or in part; and (b) 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.

5. **INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE.** The Contract consists of this document, entitled "Master Service Agreement," together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, and the Response. The document entitled Master Service Agreement together with the Contractor's Special Terms and Conditions are intended by the Parties to be the primary Participating Entity-facing contractual document in connection with the Solicitation. To participate in the Contract, each Participating Entity must do so pursuant to a Participating Addendum. In the event of any conflict between the terms and conditions of any of the documents comprising or related to the Contract, the following order of precedence will control:

1. The applicable Participating Addendum and/or Sub-PA;
2. The Master Service Agreement;
3. Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Response (Attachment CC);
6. Any individual order placed on the Contract by a Participating Entity

Notwithstanding the foregoing, Contractor and WSCA expressly acknowledge and agree that the terms and conditions unique to the states of Arizona, Montana, Oregon, and Utah, which were included under Attachment K of the Solicitation, were for informational purposes only and are NOT incorporated into the Contract by inclusion in the Solicitation.

The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

6. [OMITTED]

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. [OMITTED]

9. [OMITTED]

10. [OMITTED]

11. CONSIDERATION. The parties agree that Contractor will provide the services and products specified in, and in accordance with the Contract. Contracted prices represent ceiling prices for the supplies and services offered. Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Participating Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the Contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES.

13.1 Payable By Participating Entities. Prices shall be exclusive of state sales and federal excise taxes. Participating Entities may be required to show proof of any tax exemptions. Where a

Participating Entity is not exempt from sales taxes on sales within its state, such Participating Entity will be liable for such taxes, and Contractor shall add the sales taxes on the billing invoice as a separate entry.

13.2 Payable by Contractor. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law for it to pay. The Lead State's applicable real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such applicable government obligations not paid by its subcontractors during performance of this Contract. The Lead State may set-off against consideration due any delinquent government obligation owed the Lead State in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING ENTITIES. Participating Entities' financial obligations are limited to such entities having available funds. Participants incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. To the extent described in the Response, Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. WSCA ADMINISTRATION FEE; REPORTS. The Contractor will pay WSCA an Administration Fee of $1/10^{\text{th}}$ of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Solicitation and Attachment G thereto. The Contractor shall submit quarterly reports to the WSCA Contract Administrator in accordance with the requisites of Attachment G to the RFP.

17. DELIVERY. The prices bid shall be the delivered price to any Participating Entity. 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 with 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.

18. 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 any Participating Entity. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under the 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 non-compliance with the Contract, 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.

20. INSPECTION & AUDIT.

20.1 WSCA's Rights. The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. **Books and Records.** 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 the Contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the Lead State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum four (4) years after the Contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

21. DEFAULT; REMEDIES.

21.1. WSCA's Rights Upon Default. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: (1) nonperformance of contractual requirements under the Contract; and/or (2) a material breach of any term or condition of the Contract. In order to declare Contractor in default, WSCA shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Contract. 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 the Contract or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

21.2 Participating Entity's Rights Upon Default. Any of the following events shall constitute cause for a Participating Entity to declare Contractor in default of the corresponding Participating Addendum or Sub-PA: (1) non-performance of contractual requirements; and/or (2) Contractor's material breach of any term or condition of the Participating Addendum or Sub-PA. In order to declare Contractor in default, a Participating Entity shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Participating Addendum. If the default remains after Contractor has been provided the opportunity to cure, the Participating Entity may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Participating Addendum, Sub-PA, or portions thereof.

21.3 No Cross Termination. Notwithstanding the foregoing, in the event of a default by Contractor hereunder, then (a) an individual Participating Entity may not terminate the Contract but, instead, may only terminate its own PA; (b) WSCA may not terminate an individual Participating Addendum or Sub-PA, except as a consequence of its termination of the Contract; and (c) a Participating Entity that is not (i) concurrently the Participant or Participating State under the corresponding Participating Addendum, or (ii) a party to a valid Sub-Participation Addendum, may not terminate the corresponding Participating Addendum or Sub-PA and, instead may only terminate any outstanding, unfilled purchase orders made in connection with the corresponding Participating Addendum or Sub-PA.

21.4 Post-Termination Issues. In the event of termination of the Contract or a Participating Addendum for any reason, the parties agree that the provisions of this paragraph survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under the Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA or a Participating Entity;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

d. Contractor shall preserve, protect and promptly deliver into WSCA's possession all of WSCA's proprietary information in accordance with paragraph (31).

22. REMEDIES NON-EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State may set off consideration against any unpaid obligation of Contractor to Lead State in accordance with NRS 353C.190, or the applicable Participating Addendum. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. LIMITED LIABILITY. The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities 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, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

25.2 Contractor's Obligations to Participating Entities. The Contractor shall release, protect, indemnify and hold Participating Entities 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.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements. Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Entity.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$25,000,000.00** General Aggregate
 - \$25,000,000.00** Products & Completed Operations Aggregate
 - \$5,000,000.00** Personal and Advertising Injury
 - \$5,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the Contract
- 3) Discovery period: Three (3) years after termination date of Contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$ Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention shall be at the sole risk of the Contractor.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that, without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the Contract.

f. Approved Insurer: Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made; and
- 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise.

Mail all required insurance documents to the Lead State identified on page one of the Contract

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. 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.

30. ASSIGNMENT/DELEGATION. 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. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or

delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator, which approval shall not be unreasonably withheld.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of Contractor's obligations under this Contract (collectively, the "Specially Prepared Proprietary Information") shall be the exclusive property of WSCA and all such Specially Prepared Proprietary Information, that has not already been delivered into WSCA's possession, shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. For purposes of this delivery obligation, Contractor shall provide the Specially Prepared Information to the Lead State. Contractor shall not use, willingly allow, or cause to have such Specially Prepared Information used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in the Contract, neither WSCA nor any Participating Entities shall have any proprietary interest in any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, any pre-existing works or materials, or any materials licensed to WSCA (or otherwise provided for WSCA's use) that are NOT specifically prepared by Contractor for WSCA in performance of Contractor's obligations under this Contract, whether such materials are subject to patent, trademark or copyright protection or otherwise.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Lead State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Lead State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

The above provision applies to WSCA and the Lead State, and does not inure to the benefit of Participating Entities. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

34. CONFIDENTIALITY. Contractor shall comply with applicable laws with respect to confidentiality of all information, in whatever form, produced, prepared, observed or received by

Contractor in connection with the Contract. Unless otherwise mandated by court order, or unless otherwise required by applicable law, Contractor shall keep confidential all information observed or received by Contractor in connection with the Contract to the extent that such information is made confidential under the terms of this Contract.

35. 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 Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the 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.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency, legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been 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.

39. **WARRANTIES.** 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. Except as specifically set forth above, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service.

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

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

42. **POLITICAL SUBDIVISION PARTICIPATION.** Participation under this Contract by authorized political subdivisions shall be voluntarily determined by the corresponding political subdivision. Contractor agrees to provide products and services to such political subdivisions based upon the same terms, conditions and prices set forth in the corresponding Participating Addendum.

43. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract, a Participating Addendum, and/or order, as applicable, on behalf of the corresponding party has full power and authority to do so. Contractor acknowledges that as required by statute or regulation the Contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the Contract. Except as otherwise provided herein, any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. 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.

44. **GOVERNING LAW; JURISDICTION.**

44.1 **Lead State.** The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 **Participating Entities.** The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. **SIGNATURES IN COUNTERPART.** The Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. **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. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. **ENTIRE CONTRACT.** This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete

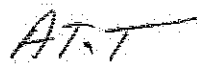
terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. ENTIRE CONTRACT. This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

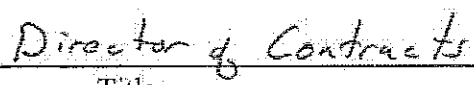


Independent Contractor's Signature



Date Independent's Contractor's Title

Signature

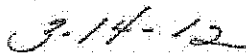


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Greg Smith, Administrator, State of Nevada

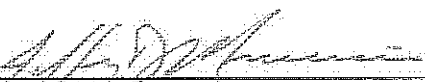
APPROVED BY WSCA DIRECTORS

On 

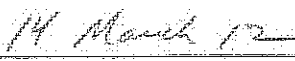
(Date)

On _____
(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On 

(Date)

ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

SECTION 1. SERVICE, EQUIPMENT, AND ADDITIONAL PRODUCTS; SALES INFORMATION.

1.1 Service. Contractor, through Carriers, will provide Service to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. Except as otherwise set forth in the Contract, Service including, without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas is subject to change without notice; provided, however, that the Service Discount and Equipment Discount may only be changed by written amendment executed by both Parties. End Users must qualify for the chosen Service. If an End User loses his or her eligibility for a Service, Contractor may change the Service to one for which they qualify. Service is available for purchase only in Contractor Markets, as may be modified by Contractor from time to time.

1.1.1 Plans. Participating Entities may choose from (a) Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by Contractor from time to time; and (b) custom Plans set forth in the Contract. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed.

1.2 Equipment. Contractor will provide Equipment and accessories to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. With respect to Numbers provisioned from Contractor Markets, Participating Entities may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by Contractor from time to time. Specific models of Equipment are subject to availability limitations. Subject to availability, and Contractor's receipt of complete order information, Contractor will ship Equipment ordered by a Participating Entity and/or its End User to the address specified in the order within seventy-two (72) hours of Contractor's receipt of the order. Title and risk of loss will pass to Participating Entity upon delivery of the Equipment to the address specified in the order. Each Participating Entity is responsible for all phones and other Equipment containing a SIM assigned to it and/or its CRUs under such Participating Entity's account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Each Participating Entity is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from Contractor or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of Contractor's wireless network, including those that work while on Contractor's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. Contractor may periodically program a Participating Entity's Equipment remotely with system settings for roaming service, to direct such Participating Entity's Equipment to use network services most appropriate for its CRUs' typical usage, and other features that cannot be changed manually. Equipment purchased for use on Contractor's system is designed for use exclusively on such system. Participating Entities and their CRUs won't make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. Contractor may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Participating Entities are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when their CRUs are traveling internationally with Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

1.3 Additional Products. Contractor may provide Additional Products to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Attachments and/or Sales Information, all of which are incorporated herein by reference. To the extent a Participating Entity orders or accepts any Additional Product, such Participating Entity will be bound by the rates, terms and conditions set forth in the corresponding Attachment and/or Sales Information. In the event Contractor materially modifies an Attachment, a Participating Entity may opt out of the corresponding Additional Product by providing Contractor with written notice to that effect. If such Participating Entity provides such opt-out notice, then Contractor has the option of terminating the corresponding Additional Product immediately, or allowing the Participating Entity to continue to use the Additional Product under the immediately prior version of the Attachment for a period of time to be determined solely by Contractor, during which Contractor and the Participating Entity will cooperate on developing a path towards terminating Participating Entity's use of the Additional Product. Contractor represents that, with respect to the Additional Products, Contractor has the authority (a) to sell, resell, sub-license such Additional Products; and/or (b) distribute the corresponding software license agreements, warranty and/or maintenance service terms, as applicable. Title to any software referred to herein remains with Contractor or the corresponding third party.

1.4 Sales Information; Attachments. Service, Equipment and Additional Products are provided to Participating Entities subject to the terms and conditions set forth in the corresponding Attachments and/or Sales Information, as applicable; provided, however, that all such Service, Equipment and Additional Products remain subject to the terms and conditions of the Agreement as well. Participating Entities can contact their Contractor account representative for copies of, or references to any such Sales Information. Any provisions in Sales Information or an Attachment governing Service, Equipment or an Additional Product which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Contract.

SECTION 2. DISCOUNTS.

2.1 Service Discount. Contractor will provide Participating Entities' CRUs with a Service Discount of TWENTY-FIVE PERCENT (25%). Contractor will provide Participating Entities' IRUs with a Service Discount of SEVENTEEN PERCENT (17%). Contractor will only apply the Service Discount to the Monthly Service Charge of eligible Plans. Contractor will not apply the Service Discount to other monthly service charges such as monthly recurring charges for features, and/or any other charges under the Contract. Contractor may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. Contractor will advise WSCA when such restrictions apply. It may take several billing cycles for the Service Discount to be applied.

2.2 Equipment Discount; Accessories. Subject to the restrictions set forth in this §2.2, Contractor will provide Participating Entities with an Equipment Discount of FIFTY PERCENT (50%) off the prices of select Equipment found at the "Equipment" page of the Program Website, as may be modified by Contractor from time to time. Contractor will apply the Equipment Discount only to the prices set forth on the corresponding Program Website page. The Equipment Discount does not apply to accessories to Equipment. Instead, Contractor will provide a discount of THIRTY PERCENT (30%) off the price of such accessories found at each Participating Entity's corresponding Premier website. 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.

2.3 Custom Offers. Notwithstanding anything to the contrary elsewhere in the Contract, WSCA expressly authorizes Contractor to make certain customized offers to individual Participating Entities based on competitive necessity. Any such custom offers do not need to be provided to all Participating

Entities; provided, however, that Contractor will consider providing such customized offer(s) to similarly situated Participating Entities under the Contract.

SECTION 3. EMPLOYEE BENEFIT PROGRAM. Contractor will provide Participating Entities the ability to have their Employees participate in the Employee Benefit Program described herein. Such Employees will be IRUs under the Contract, and must be correspondingly validated as eligible to be an IRU thereunder. Any Employees not so validated will not be IRUs under the Contract and will not receive the corresponding benefits. IRUs may not be eligible for certain Plans, Equipment and/or Additional Products under the Contract.

3.1 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 an 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, including without limitation paying any applicable enrollment fees.

3.2 Employee Benefit Program Features. Under the Employee Benefit Program: (a) IRUs may choose from select Plans available to Participating Entities under the Contract (provided they qualify for the chosen Plan); (b) IRUs will receive the Service Discount in accordance with §2.1 of these Special Terms and Conditions; and (c) IRUs will receive the Equipment Discount in accordance with §2.2 of these Special Terms and Conditions.

SECTION 4. CHARGES AND PAYMENT.

4.1 Charges.

4.1.1 Generally. Monthly service and certain other charges are billed in arrears. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (e.g., 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. If Equipment is shipped to Participating Entity or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Participating Entity may be charged for Services while the Equipment is still in transit. Contractor may bill Participating Entity in a format as Contractor determines from time to time. Additional charges may apply for additional copies of invoices. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from "Anytime" monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Participating Entity's "Anytime" monthly minutes in the month in which the calls appear on the corresponding bill. Participating Entity also remains responsible for paying the Monthly Service Charge if Service is suspended for nonpayment. 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 prorations. Service charges may differ by Service Area. Particular services may incur charges in a different manner than set forth herein, and Contractor will advise Participating Entity of any such differences in the corresponding Attachment and/or Sales Information.

4.1.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND

USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CONTRACTOR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with Contractor's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by Contractor's facilities and the call disconnect signal has been confirmed. All outgoing calls on Contractor's wireless 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. Chargeable Time 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 Contractor's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. 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.

4.1.3 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CONTRACTOR CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Participating Entity is responsible for all Wireless Data Service usage sent through Contractor's wireless 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. Data sent and received includes, but is not limited to, downloads, email, overhead and software update checks. If 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 wireless 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. Usage on networks not owned by Contractor is limited as provided in the corresponding Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on Contractor's wireless network and the wireless networks of other companies with

which Contractor has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

4.1.4 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, Contractor imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on Contractor. These fees are not taxes or government-required charges. Participating Entity understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Participating Entity, may be increased based upon the government's or Contractor's calculations.

4.1.5 Disputed Charges. Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to Contractor in writing within six (6) months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, Participating Entity will pay the entire undisputed amount of the invoice. Contractor, Participating Entity and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to Contractor.

4.2 Payment. Each Participating Entity must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, optional feature charges, license fees, toll, collect call and directory assistance charges, Service charges, Equipment charges, Additional Products charges, and any other charges or calls billed to its CRUs' phone number. Participating Entities may be billed for multiple types of usage simultaneously. Participating Entities must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Participating Entity, a CRU, Contractor or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined in §4.1.4 herein). 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. Contractor acknowledges that in certain instances, a Participating Entity 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 and all taxes, fees, surcharges and other charges incurred under the Contract not covered by its tax-exempt status.

SECTION 5. MISCELLANEOUS.

5.1 Service Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in Contractor Markets and where roaming is available through other carriers (each, a "Service Area"). Contractor may from time to time add or delete Service Areas, and Contractor may terminate Service to a Participating Entity(ies)' CRU(s) in any such deleted Service Area and/or terminate a Participating Addendum, if the Service Area deletion affects all of a Participating Entity(ies)' CRUs. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Contractor does not guarantee uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Contractor may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, Contractor may interrupt or terminate Service without notice: (a) for any conduct that Contractor believes violates the Contract or any terms and conditions of a Plan; (b) if a Participating Entity's representative or CRU behaves

in an abusive, derogatory, or similarly unreasonable manner with any of Contractor's representatives; and/or (c) if Contractor has reasonable cause to believe that a CRU's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, Contractor's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.

5.2 Processes and Procedures. Participating Entity will follow the policies and processes established by Contractor to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T Mobile Services and Equipment, as may be modified from time to time. Participating Entity authorizes Contractor to provide information about and to make changes to Participating Entity's account, including adding new Service, upon the direction of any individual representative of Participating Entity able to provide information Contractor deems sufficient to identify Participating Entity. Any order for Service that Participating Entity's representative submits to Contractor will be binding upon Participating Entity pursuant to the terms and conditions of this Contract. Contractor may reasonably rely on the authority of any person who executes an order on Participating Entity's behalf. Participating Entity consents to the use by Contractor or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Participating Entity and/or its CRUs to advise Participating Entity and/or its CRUs about Contractor's Services or other matters Contractor believes may be of interest to Participating Entity and its CRUs. In any event, Contractor reserves the right to contact Participating Entity and/or its CRUs by any means regarding customer service-related notifications, or other such information.

5.3 Identification and Password. Before Participating Entity may use certain Contractor online activation, enrollment, configuration and/or support services, an authorized representative of Participating Entity must register with Contractor and create a login identification ("ID") and password. Use of this login ID and password will enable Participating Entity and/or its employees and agents to make certain changes to Participating Entity's and/or CRUs' account(s). Participating Entity is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Participating Entity, or issued to Participating Entity by Contractor, for purposes of giving Participating Entity access to activation, enrollment, configuration and support services. Contractor is entitled to rely on information it receives from Participating Entity or its agents and may assume that all such information was submitted by or on behalf of Participating Entity.

5.4 Fraud Prohibited. Participating Entity and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Participating Entity's Equipment is lost or stolen, Participating Entity and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting Contractor at the phone number listed on the monthly invoice or at wireless.att.com. Participating Entity is responsible for all charges incurred until Participating Entity or its CRU reports the theft or loss to Contractor except as otherwise provided by law, and Participating Entity remains responsible for complying with all other obligations under this Contract including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if Contractor or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Participating Entity notice of its intent to cancel. In the event Participating Entity instructs the Carrier to retain Service, Participating Entity will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Participating Entity will not be liable for IRUs' charges under any such circumstance. Additionally, Participating Entity agrees to adopt, at no additional charge to Participating Entity, any reasonable fraud prevention or fraud reduction processes or products recommended by Contractor or, if not adopted by

Participating Entity, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

5.5 Acceptable Use; Restrictions Regarding Service. All use of Contractor's wireless network and Service is governed by Contractor's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by Contractor. Contractor can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

5.6 Ownership. Except as otherwise provided by law, Participating Entity has no property rights to any Number and Contractor may change any such Number with reasonable notice to the End User. Contractor owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by Contractor in the provision of Service to Contractor customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Contractor to maintain control over any transmitting device that operates within Contractor's assigned frequencies. Neither Participating Entity nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on Contractor's wireless network or frequencies without Contractor's prior written approval.

5.7 Content. Participating Entity is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Contractor's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of Contractor's systems ("Content"). Participating Entity has sole responsibility for any losses resulting from Participating Entity's or CRUs' downloading, access to, or use of any third-party Content, or from Participating Entity's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Contractor may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

5.8 Location-Based Services. Contractor collects information about the approximate location of Equipment in relation to Contractor's cell towers and the Global Positioning System ("GPS"). Contractor uses that information, as well as other usage and performance information also obtained from Contractor's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve Contractor's network and the quality of customers' wireless experience. Contractor may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. Contractor may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Participating Entity's request or the request of a CRU on Participating Entity's account) offered by Contractor or third parties that make use of the Equipment's location information ("Location-Based Services"). Participating Entity should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Participating Entity and its CRUs may refer to Contractor's privacy policy at att.com/privacy for additional details

5.9 Participating Addenda. Contractor may use the template Participating Addendum attached hereto and incorporated herein as Exhibit 1, with Participating Entities under the Contract. The parties expressly acknowledge and agree that immediately upon execution of the Contract, Contractor may

begin signing new Participating Entities onto Participating Addenda under this Contract, and may begin migrating existing Participating Entities onto new Participation Addenda.

5.10 Definitions. In addition to terms defined elsewhere in the Contract, these terms have the following meanings in the Contract:

5.10.1 "Additional Products" means products, services, features, offers, promotions, software applications, hardware, Equipment, accessories, and/or programs offered by Contractor and/or third parties, other than Voice Service, Wireless Data Service, and certain Equipment and accessories.

5.10.2 "Affiliate" means and includes legal entities controlling or controlled by or under common control with Contractor.

5.10.3 "Attachment" means Contractor's terms and conditions posted on the Program Website, applicable to corresponding Service, Equipment and/or Additional Product available under the Contract, as such terms and conditions may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.4 "Contractor Markets" means a geographic area served by Affiliates under common control with Contractor.

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

5.10.6 "Employees" means Participating Entity's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

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

5.10.8 "Equipment Discount" means a discount on select Equipment found at the Program Website, as described in this Program Description.

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

5.10.10 "IRU Service Agreement" means a separate two-year agreement between an IRU and Contractor for Service, Equipment and related matters.

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

5.10.12 "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.

5.10.13 "Plan" means a Contractor Voice Service, Wireless Data Service or other rate plan as set forth in the Contract or Sales Information.

5.10.14 "Program Website" means that certain website found at www.att.com/wscaterms, together with all applicable content found thereon, all of which is incorporated into the Contract by this reference.

5.10.15 “Sales Information” means Contractor’s printed and/or on-line marketing-related materials applicable to Service, Plans, Equipment, Additional Products provided under the Contract, as such materials may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.16 “Service” means commercial mobile radio services (including, without limitation, Voice Service, Wireless Data Service), and Additional Products provided by Contractor pursuant to the Contract.

5.10.17 “Service Discount” means a monthly discount on eligible Service, applied to an End User’s Monthly Service Charges as described in this Program Description.

5.10.18 “Voice Service” means wireless voice telecommunications services.

5.10.19 “Wireless Data Service” means wireless data telecommunications services.