

- 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.

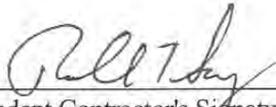
46. AMENDMENTS. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract administrator. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions 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

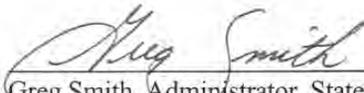
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Date Independent's Contractor's Title

Signature

Director of Contracts

Date Title



Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On *3-14-12*

(Date)

On _____
(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On *14 March 12*

(Date)

ATTACHMENT AA
SPECIAL TERMS AND CONDITIONS

[IMMEDIATELY FOLLOWS THIS PAGE]

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 proration. 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 stats 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.