

TEXAS DEPARTMENT OF INFORMATION RESOURCES
Telecommunications Services Division
CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT
Contract No. TELE – 06-27-03/ TEXAN2000 – CING - W

This DIR/TSD CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT (the “Contract”) is entered into by and between the State of Texas, acting by and through the Department of Information Resources (DIR), Telecommunications Services Division (TSD) with its principal place of business at 1711 San Jacinto Blvd., Austin, Texas 78701, and Cingular Wireless LLC on behalf of its wireless affiliates (Vendor) with its principal place of business at 5565 Glenridge Connector, Atlanta, GA 30342.

This Contract is the result of two public procurement processes conducted in compliance with applicable Texas law. The parties, for their convenience, are amending and restating their existing TEXAN 2000 – CING – W wireless voice contract, as amended, into the Contract for Cellular Voice and Data Access Services as solicited under RFO No. TELE – 06-27-03.

For valuable consideration, the parties agree as follows:

1.

DEFINITIONS

- A. **“Administrative Fee”** means the fee used to defray DIR’s cost of negotiation, executing and administering the Contract.
- B. **“Contract Administrator”** refers to the individual appointed by DIR/TSD to administer this contract on behalf of the State of Texas and the authorized Customers.
- C. **“Customer”** means any Texas State agency as defined in §2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, §61.003), state agencies purchasing through this Contract by an Interagency Contract, as authorized by Chapter 771, Texas Government Code, political subdivisions as defined in §2170.004 (4), Texas Government Code and pre-qualified private institutions of higher education as authorized by Section 2170.004 (5), Texas Government Code. Only entities are authorized to issue purchase orders under the Contract. No individual employee of any Customer is authorized to order or receive products or services under this Contract. The Department of Information Resources (DIR) is not responsible for the payment for products and services ordered under this Contract by Customers, except as DIR may itself order products and services under this Contract, in which case it shall be liable for such order.
- D. **“Customer Service Agreement”** means the document, attached hereto as Exhibit E, which Customer shall execute with Cingular Wireless and which sets out specific terms and conditions regarding Customer’s use of the Cellular Voice and/ or Cellular Data Services.
- E. **“Large Order Negotiated Price”** means the price negotiated between Vendor and a particular Customer under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of Vendor and the Customer. Large order negotiated prices shall apply only to those items which meet the applicable additional terms and conditions (e.g., order quantity, time limitation, service configuration) negotiated by the parties.
- F. **“Cellular Voice Service”** is the wireless, cellular Commercial Mobile Radio Services, which may include equipment and telecommunications services, that provides voice connectivity with a handheld or portable device.
- G. **“Cellular Data Access Service”** is the wireless, cellular data access service, which may include equipment and telecommunications services, that provides wireless data connectivity between a hand held or portable device or personal computer and the Internet and the State of Texas network.
- H. **“Wireless LAN (Wi-Fi)”** is an 802.11b compatible public wireless LAN access service point.
- I. **“Purchase Order”** means an electronic or paper document issued by a Customer, which directs Vendor to deliver Cellular Voice and /or Data Access Services or related equipment or applications, pursuant to the Contract.
- J. **“Manufacturer”** refers to the firm that produces and/or manufacturers telecommunications equipment for Cellular Voice and Data Access Services to be procured under the Contract.
- K. **“Specification”** is a document that provides information specific to an item of telecommunications services and/or Cellular Voice and Data Access Services.

- L. “Day” shall mean business days, Monday through Friday, except for State and Federal Holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- M. “Effective Date” of the Contract shall be the date of the last party to execute.
- N. “Vendor” means Cingular Wireless.

2. TERM OF CONTRACT

- A. Primary Term. The Contract begins on its Effective Date and expires August 31, 2006. DIR may extend the Primary Term for up to two (2) one-year renewal periods by issuing a written intention to extend to Vendor on or before one year from the then-effective expiration date of the Contract.
- B. Limit on Marketing of Contract. DIR agrees that Vendor may accept Purchase Orders with a termination date up to one year beyond the then-effective termination date of the Contract. Vendor agrees that it shall not accept Purchase Orders under the Contract for any term beyond one year from the effective termination date of the Contract.

3. PURPOSE OF THIS CONTRACT

Vendor shall provide Cellular Voice and /or Data Access services **only** as specified in the Request For Offers Document No. Tele-06-27-03, attached as Exhibit A, and TEXAN 2000- CING – W, as amended, to Customers in accordance with the terms of the Contract. Vendor shall provide Cellular Voice and /or Data Access services and related services only upon the issuance by Customer and acceptance by Vendor of valid purchase orders issued by Customers, accompanied by a Customer Service Agreement. in the form attached hereto as Exhibit E. A Customer may purchase any quantity of Cellular Voice and /or Data Access Service available from Vendor at the prices negotiated by DIR (“DIR Discounted Price”). For large orders, Vendor and a Customer may negotiate additional quantity price discounts above the DIR pricing discounts. Unless it issues a specific Purchase Order under the Contract, DIR is not a Customer under this Contract. Each Customer is responsible for its performance under the Purchase Orders and Customer Service Agreements it issues to Vendor.

4. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Exhibit A – RFO No. TELE – 06-27-03, Exhibit B – Vendor’s response to the RFO, Exhibit C – Products, Services and Pricing for Cellular Data Access Services, Exhibit D - HUB Sub-contracting Plan; Exhibit E – Customer Services Agreement, constitute the entire agreement between the parties hereto. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, Appendix A, Exhibit E, D, C, B and A, in that order. This Contract, including all Exhibits hereto, shall not be changed, modified or altered in any manner except by an instrument in writing executed by DIR and Vendor.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Vendor shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a purchase order issued by a Customer can weaken a term or condition of this Contract. In the event of a conflict between a Customer's purchase order and this Contract, the Contract shall control.

5. NO QUANTITY GUARANTEES

This Contract is not exclusive to the named Vendor. DIR makes no representations or express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or dollar amount of Cellular Voice and /or Data Access services will be procured through this contract. State agency-customers are required to order Cellular Data Access Services through a DIR sponsored contract unless they first obtain a waiver from the Telecommunications Planning and Oversight Council. As of the date of execution of this Contract, the TPOC has granted a blanket waiver to state agencies related to Cellular Voice and Data Access Services. Political subdivision and institutions of higher education, whether public or private, are authorized to use the DIR sponsored contracts but are not mandated to do so.

6. PRODUCTS AND SERVICES AVAILABLE

Products available under this Contract include the products Vendor offers as set forth in Exhibit C, as the same may be updated during the term of this Contract. Cellular Voice and Data Access Services include the services Vendor offers as set forth in Exhibit C, as the same may be updated during the term of this Contract.

A. Products

Vendor will maintain a product list including pricing, product descriptions, and product specifications for all products offered under this Contract. The product list may be updated at any time during the term of this Contract to incorporate product model changes or product upgrades, addition of new products, and removal of obsolete or discontinued products that are within the scope of this Contract.

B. Services

Available services are set forth in Exhibit C. Vendor will maintain a list including pricing and descriptions for all services offered within the scope of this Contract. The services list may be updated at any time during the term of this Contract to incorporate changes to the service offering so long as such changes are within the scope of the Contract.

C. DIR/TSD Option to Purchase Dedicated access from Vendor network to Capitol Complex Intranet. As the telecommunications provider for the state of

Texas, DIR/TSD reserves the right to purchase dedicated access from the Vendor's data network to the State's Intranet for the term of this Contract. Vendor agrees to negotiate in good faith to implement the most efficient and secure solution, as DIR/TSD may specify. Pricing shall be based on the size and speed of the connection(s) as needed by DIR and shall have comparable discounts to those specified in Exhibit C.

7. **PRICING**

The price to the Customer under this Contract will be as set forth in this Contract and shall be the minimum discounted price offered by Vendor to any Texas governmental entity for the same Product or Services. Any violation of this provision may result in this Contract being terminated.

A. Customer Discount

Based on a quantity of one (1), the Customer discount from the Vendor for the recurring costs of Data Access Services are as set forth in Exhibit C. Based on a quantity of one (1), the Customer discount from the Vendor for the recurring costs of Cellular Voice Services are as set forth in Exhibit C.

Based on a quantity of one (1), Customer discount from the Vendor for Products available under this Contract are as set forth in Exhibit C.

Customer may negotiate more advantageous pricing for large volume purchases with Vendor.

B. DIR Administrative fee

The DIR administrative fee specified in Section 10, Reporting and Administrative Fees, shall be included in the Customer Discount set forth herein. The administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer. The administrative fee only applies to the monthly recurring access fee of the applicable rate plan (i.e. it does not apply to such charges as long distance, roaming, overage charges, feature charges or other charges and fees) of those Services as set forth in the pricing exhibits.

C. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be F.O.B. Customers destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

D. Discounts, Taxes and Telecommunications Fees

- 1) The discount rates set forth in this Contract are intended as minimums for the term of the Contract and may not be changed to be less except by Amendment to the Contract; provided however, that nothing herein prevents Vendor from offering a higher discount to a Customer because of a large order.
- 2) The only applicable FCC authorized fees; surcharges and assessments in effect as of the date of this Contract are the Federal Universal Service Fund charge, and the E911 charge. These fees may appear on billings to Customers. No other FCC or PUC authorized fee, surcharge or assessment applicable to wireless voice and/or data telecommunications services may be imposed during the term of this Contract, without the prior amendment to authorize such imposition under the Contract. Vendor acknowledges that certain Customers, that are political subdivisions, are exempt from the imposition and collection of certain Texas telecommunications fees, including the Texas Universal Service Fund Charge and Texas Infrastructure Fund assessment. In addition, state agency-Customers have additional exemptions from Texas fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC or PUC and which are otherwise not applicable to wireless voice and/or data telecommunications services. Vendor also agrees to not bill for items for which a Customer has an exemption. Vendor agrees to promptly correct any incorrect billings that occur.
- 3) Except for changes in the law, during the term of this Contract, all changes in fee structures, which create or authorize Vendor to impose an unlisted telecommunications fee on these Products and or Services, which Vendor desires to impose under this Contract, shall require an amendment in order to be effective against the State of Texas and Customers. In the event of a change in the law or fee structures, which results in an exemption from payment in favor of the state of Texas or its Customers, Vendor shall give effect to the exemption without the necessity of a contract amendment.
- 4) Vendor acknowledges that Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency-Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. Customers may issue a tax exemption certificate upon request.

E. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the Vendor's National Promotion Price for products (voice and data access devices and accessories) or service plans, but discount levels shall remain consistent with the discount levels specified in Exhibit C. Nothing in this Contract limits Vendor's ability to offer promotional pricing on products from time to time.

Within the scope of the products and services authorized to be purchased through this Contract, Vendor may make product model changes and add new products or service plans, which do not materially degrade the features and functionality of the plans, products and services in Vendor's response to the RFO, at any time and the pricing for the same shall incorporate comparable price discount levels as specified in Exhibit C.

8. ORDER PROCESSING AND PAYMENTS

A. All Customer purchase orders will be placed directly with the Vendor and should reference the DIR contract number. Each Customer ordering products and services hereunder shall be required to execute a Customer Service Agreement with the Vendor. Accurate purchase orders shall be effective and binding upon Vendor when placed in the mail or electronically transmitted prior to the termination of the Contract. The Customer Service Agreement shall be in the form and with the terms and conditions as set forth in Exhibit E attached hereto.

B. Invoices shall be submitted by the Vendor directly to the Customer and shall be issued by the Vendor in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under this Contract and any provision for acceptance of such products and/or services shall be made to the Vendor by the Customer.

Invoices must be timely and accurate. Each invoice must match Customer's order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's purchase order number or other pertinent information for verification of receipt of the order by the Customer.

C. Customer(s) shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. Payment under this Contract shall not foreclose the right to recover wrongful payments.

D. Transition for Existing Voice Customers. Current Customer's receiving products and services under TEXAN 2000 – CING – W and who meet Vendor's eligibility requirements shall be notified by Cingular and provided an opportunity to transition their existing services to this Contract. The

transitioning process shall, at a minimum, include the issuance of a Purchase Order that references this Contract.

9. SOFTWARE LICENSING AGREEMENT (IF APPLICABLE)

Certain services and products available under this Contract, if ordered, will require the ordering Customer to execute a Software License Agreement with the related software provider in order to receive such services and/or products.

Customers purchasing software licenses under this Contract shall hold, use and operate such software subject to compliance with the Software Licensing Agreement. No changes to the License Agreement Terms and Conditions may be made unless previously agreed to between Manufacturer and DIR. Customers may not add, delete or alter any of the language in the Software License Agreement. Vendor shall make the Software Licensing Agreement terms and conditions available to all Customers at all times.

Compliance with the Software Licensing Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software Licensing Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software Licensing Agreement terms and conditions.

10. REPORTING AND ADMINISTRATIVE FEES

Vendor shall be responsible for reporting all products and services purchased under this Contract. The failure to file the quarterly reports, subcontract reports, and pay the administrative fees on a timely basis will constitute grounds for suspension or termination of the contract for cause. If Vendor submits three (3) consecutive quarterly reports late or incorrectly, DIR reserves the right to suspend or terminate this contract for cause. Vendor's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by Vendor. DIR acknowledges that DIR must provide written/electronic notification following each incorrectly submitted report in order to be permitted to suspend or terminate this Contract for cause.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books.

A. Detailed Quarterly Report

Vendor shall electronically provide DIR with a detailed quarterly report in the format required by DIR showing the dollar volume of any and all sales under this Contract for the previous quarter. Reports shall be submitted to the DIR Contract Administrator. Reports are due on the fifteenth (15th) day after the

close of the previous quarter. The quarterly report shall include each Customer name and monthly service fee, Customer purchase order number, contact name, Customer's complete billing address. Each line item sale must contain all information listed above or the report will be rejected and returned to the Vendor for correction.

B. Historically Underutilized Business Subcontract Reports

Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to this Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

Reports shall be due quarterly in compliance with the following schedule, or as requested by each ordering Customer:

September – November: due by December 5th
December – February: due by March 5th
March – May: due June 5th
June – August: due September 5th

C. DIR Administrative Fee

An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR shall not change this fee during the term of this Contract.

Vendor will pay DIR, on the fifteenth (15th) day after the close of the previous quarter, a two percent (2%) DIR administrative fee based on the dollar value of the monthly recurring access fee of the applicable rate plan (i.e. it does not apply to such charges as long distance, roaming, overage charges, feature charges or other charges and fees) of those Services as set forth in the pricing exhibits. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for monthly recurring Voice and Data Access charges valued at \$100,000 shall be \$2,000 per month, or \$6000 for a quarter.

11. CONTRACT ADMINISTRATOR

DIR shall appoint a contract administrator whose duties shall include but not be limited to the following:

- A. Facilitating dispute resolution between the Vendor and Customers. Unresolved disputes shall be presented to DIR for resolution;
- B. Advising DIR regarding Vendor's performance under the terms and conditions of the Contract;
- C. Reviewing and approving quarterly contract utilization reports and the administration fee calculations and payments; and

- D. Periodically verifying that the Cellular Voice and Data Access Service prices conform to Vendor's volume price guarantees.

12. CHANGE IN VENDOR REPRESENTATIVES

- A. Vendor shall appoint a primary representative to work with the Contract Administrator to maintain, support, and market this contract. DIR reserves the right to request a change in Vendor's then-current primary representative if the assigned representative is not, in the opinion of DIR, serving the needs of the State of Texas and the Customers adequately. The DIR Contract Administrator will escalate to Vendor management any unresolved issues, before a change in Vendor's then-current representative is requested by DIR.
- B. Vendor is committed to good Customer service. The Vendor will assign to each Customer a key person for customer support and Customer shall designate a key person for the Vendor to interact with during non-business hours. In the event Customer needs to escalate a problem or concern they may contact Vendor at the following email address: .

13. WEB SITE MAINTENANCE

- A. Vendor warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Vendor's web site. Vendor will use commercially reasonable efforts to post, maintain and display the Contract and related information. DIR/TSD shall maintain a link from its web site to the Vendor's Contract website, which link may be terminated by DIR for cause and at the expiration of the Contract.
- B. DIR will conduct periodic checks of the content on Vendor's website to ensure accuracy of the information posted as compared with the Contract terms. Vendor shall promptly correct its website at the direction of DIR.
- C. Use of access data is prohibited. If Vendor stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.
- D. Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's web site. Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR also reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

14. SUCCESSION

This Contract shall be entered into and be binding upon the successors of the parties. Vendor may not assign this Contract without the prior written consent of DIR.

15. NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by e-mail, facsimile transmission, personal service or hand delivery or three business days after being mailed via certified mail with proof of delivery to the sending party.

To: DIR/TSD:

Eddie Esquivel, Director of Telecommunications Services Division
Department of Information Resources
P.O. Box 13564
Austin, Texas 78711-3564
eddie.esquivel@dir.state.tx.us
(512) 463-3304, facsimile

To: Vendor:

Vendor Name
ATTENTION: Tatum Minister
6010 North IH 35
Austin, TX 78752
Tatum.minister@cingular.com
Voice Phone: 512-914-1918
FAX Phone: 512-532-0808

Either party may change its representative or address above by written notice.

17. OTHER GOVERNING PROVISIONS

Other governing provisions are contained in Appendix A, Exhibits E, D, C, B and A to this Contract.

18. BINDING CONTRACT

This Contract has been duly authorized, executed and delivered by the parties and constitutes the valid, legal and binding agreement of the parties, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this contract to be effective on the date of the last party to sign.

CINGULAR WIRELESS LLC

On Behalf of its Wireless Affiliates

By: _____

Printed Name: Amy Shelby

Title: Vice President

Date: 12/04/03

THE STATE OF TEXAS,

acting by and through the **DEPARTMENT OF**

INFORMATION RESOURCES,

TELECOMMUNICATIONS DIVISION

By: _____

Name: **Eddie Esquivel**

Title: **Director, Telecom Services Division**

Date: 12/14/03

Legal: _____

12/8/03

Attachments:

Appendix A – Standard Terms and Conditions

- **Exhibit A – RFO**
- **Exhibit B – Vendor response to RFO**
- **Exhibit C – Products, Services and Pricing for Cellular Voice and Data Access Services**
- **Exhibit D – HUB Subcontracting Plan**
- **Exhibit E – Customer Services Agreement**

APPENDIX A

**STANDARD CLAUSES
STATE OF TEXAS, DIR CONTRACTS**

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STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract.

1. INDEMNIFICATION CLAUSE. Vendor shall defend, indemnify and hold harmless the State of Texas, acting by and through the Department of Information Resources, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of this Contract and any Purchase Order(s) issued under this Contract.

The Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by the Vendor. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as may be requested by DIR.

2. NON-ASSIGNMENT CLAUSE. This Contract shall be entered into and be binding upon the successors of the parties. Vendor may not assign this Contract without the prior written consent of DIR. Any attempt to assign this Contract without the written consent of DIR is null and void.

3. CONFIDENTIALITY CLAUSE. Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release to any party in any manner, Customer information.

4. VENDOR CERTIFICATIONS.

Vendor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Vendor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under this Contract.

5 EQUAL OPPORTUNITY COMPLIANCE.

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under this Contract. If Vendor is found to be not in compliance with these requirements during the term of this Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

6. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only) Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended

for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase “equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

7. COMMODITY SOFTWARE. Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Vendor shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Vendor represents it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to state agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. The operating system software and institutions of higher education are not bound to this Code.

8. RECORDS AND AUDIT. The Vendor shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer’s ordering date, Customer Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, unit price, extended price, Vendor invoice number, record of procuring Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the compliance checks designated by DIR, including compliance checks of the State Auditor’ Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Vendor without charge. DIR shall provide Vendor ten (10) business days’ notice prior to inspecting, Compliance Checking, and/or copying Vendor’s records. Vendor’s records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the Vendor’s books and records shall be available to DIR staff and designees as needed. Vendor shall provide adequate office space to DIR staff during the performance of Compliance Check.

If any inspection or Compliance Check performed hereunder reveals an aggregate overcharge to a Customer of 5% or greater, or an aggregate underpayment to DIR of its administrative fee of 5% or greater, then the cost of such Compliance Check or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the Compliance Check or inspection, shall be reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the Compliance Check or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

Vendor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to this Contract. Vendor will reimburse the State of Texas for all costs associated with enforcing this provision.

9. ABILITY TO CONDUCT BUSINESS IN TEXAS. The Vendor is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Vendor is a "Catalog Information Systems Vendor" as defined in §2157.001, Texas Government Code. All computer networking products and services offered to Customers under this Contract are listed in Vendor's catalogue on file with the Texas Building and Procurement Commission.

10. QUOTATIONS, WARRANTY, AND RETURN POLICIES. Vendor will adhere to their then-currently published policies concerning quotations, warranties, and return policies. Warranty and return policies for Customers will not be more restrictive or more costly than those warranty and return policies maintained by Vendor for other similarly situated Customers for like products or services.

11. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

12. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION. Vendor and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal

course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

13. ENTIRETIES. The Contract supercedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this Contract.

14. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS. The terms and conditions set forth in the Contract shall govern all transactions by Customers under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and Vendor. Additional Customer terms and conditions, which do not conflict with the contract, may be added by a Purchase Order and given effect. For individual Purchase Orders, however, the Vendor may offer Customers more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Vendor shall furnish a copy of such better offerings to DIR upon request.

15. DIR LOGO. Vendor may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo; (iii) the DIR logo is only used to communicate the availability of computer networking products and services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

16. VENDOR LOGO. DIR may use the Vendor's name and logo in the promotion of this Contract to communicate the availability of Products under this Contract to Customers. Subject to prior approval by Vendor, use of the logo may be on the DIR Web Site or on printed materials. Any use of Vendor's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

17. SITE PREPARATION. Customer(s) shall prepare and maintain its site in accordance with written instructions furnished by Vendor prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

18. TRAINING. Vendor may be required to provide product overview training to DIR at no cost. The training will be held within the Austin, Texas area at times mutually acceptable to DIR and Vendor.

Vendor understands and agrees that it must participate by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR Business Operations Division each calendar year at the Vendor's expense. Vendor must display the DIR logo at all trade shows. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Vendor's booth.

19. USE OF SUBCONTRACTORS. Vendor may subcontract installation, training, warranty, or maintenance services. However, Vendor shall remain solely responsible for the performance of its obligations under this Contract. If Vendor uses any subcontractors, Vendor shall satisfy DIR that it has complied and maintains compliance with the DIR HUB Subcontracting Plan.

20. FORCE MAJEURE. DIR, Customer, or Vendor may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

21. TERMINATION FOR NON-APPROPRIATION. Customer may terminate Purchase Orders and DIR may terminate this Contract if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor will be provided ten (10) days written notice of intent to terminate.

22. TERMINATION FOR CONVENIENCE. Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. Any termination for convenience shall not affect any outstanding valid purchase orders executed prior to the termination for convenience.

23. TERMINATION FOR CAUSE. Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to

terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order.

24. CUSTOMER RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date.

25. VENDOR RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

26. SURVIVAL. All warranty and/or service agreements that were entered into between Vendor and a Customer under the terms and conditions of this Contract shall survive the termination of this Contract. A Customer Purchase Order for a term shall survive DIR's termination of the underlying contract but only until the expiration date of the Purchase Order.

27. HANDLING OF WRITTEN COMPLAINTS. In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701
(512) 475-4700, voice
(512) 475-4759, fax

EXHIBIT C

The following is a summary of the pricing being offered pursuant to the Agreement. For the specifics regarding the pricing, the Exhibits attached to the Cellular Voice and Data Customer Service Agreement shall control.

I. VOICE PRICING

Eighteen percent (18%) discount off of only the monthly recurring access charge on then-current published Cingular Home, SuperHome, Nation (GSM) and Nation (GAIT) rate plans. This discount does not apply to promotional rate plans and features as defined solely by Cingular.

Features Included on all Rate Plans at No Additional Cost

Basic Voice Mail, Call Waiting, Call Forwarding, Three Way Calling, Caller ID and Detail Billing

100 Text Messages (all other messages charged at standard published rates)

Equipment Pricing

Customer may purchase handsets at \$100.00 off the published retail consumer two (2) year service contract prices. If a handset's published retail consumer two (2) year service contract price is less than \$100.00, Customer is not entitled to a credit or cash back.

Customer shall receive twenty percent (20%) off the non-promotional retail price for accessories.

No Activation fees.

II. DATA PRICING

A. Data Connect

Customer shall receive a **fifteen percent (15%) discount** off the Monthly Charge per Customer Account on all Rate Plans except for the Data Connect Unlimited Rate Plan.

Customer shall receive a **thirty eight percent (38%) discount** off the Monthly Charge per Customer Account on the Data Connect Unlimited Rate Plan.

No Activation fees.

B. Interactive Messaging PLUS

Customer shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans **except** for the Interactive Messaging PLUS 100 Rate Plan which receives 0% discount.

No activation fees except for Canadian Cross Border Roaming which is \$25.

Purchased Handhelds (subject to availability)

RIM Inter@ctive™ Handheld 950 (4 meg.), refurbished, with Synch Kit	\$149.00
RIM Inter@ctive™ Handheld 957 with Synch Kit	\$349.00
PIM Synchronization Kit	\$24.95

C. Good Service and Software

Customer shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans.

No Activation fees.

Purchased Handhelds (subject to availability)

RIM Inter@ctive™ Handheld 950 (4 meg.), refurbished, with Synch Kit	\$149.00
RIM Inter@ctive™ Handheld 957 with Synch Kit	\$349.00
G100 Handheld	\$349.00

Software

Customer shall receive a **ten percent (10%) discount** off the following Software prices:

GoodLink Server Software License Fee, v2.0 (or the latest version at the Cingular then-current published price)	\$2,000.00
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GoodLink Users Licenses	
per single user license	\$80.00
per Pack of 10 (ten) user licenses	\$650.00
per Pack of 100 (one hundred) user licenses	\$4,999.00

GoodLink Server Software Maintenance Fee Annual fee covers upgrades to the GoodLink Server Software	\$450.00
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GoodLink User License Fee, per user license Annual fee covers upgrades to the GoodLink Handheld Software	\$9.00
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GoodInfo Server Software	Fee currently is waived
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D. RIM Service and Software

1. Mobitex Pricing

Customer shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans.

No activation fees except for Canadian Cross Border Roaming which is \$25.

Purchased Handhelds (subject to availability)

RIM Inter@ctive™ Handheld 950 (4 meg.), refurbished, with Synch Kit	\$149.00
RIM Inter@ctive™ Handheld 957 with Synch Kit	\$349.00
PIM Synchronization Kit	\$24.95

2. GPRS Pricing

Customer shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans.

No activation fees.

Customer will receive a \$130.00 towards the non-promotional retail price of RIM Blackberry GPRS Equipment. If the non-promotional retail price is less than \$130, Customer is not entitled to any cash or credit back.

Software for Microsoft Exchange Servers

Customer Accounts shall receive a **ten percent (10%) discount** off the following Software prices:

Additional Software	Price
BlackBerry Enterprise Server (BES) and Client Access Licenses (CAL):	
BES, Exchange 3.6, includes 20 Client Access Licenses	\$4,999.00
CAL-1, Single Client Access License authorizes one additional user to connect to the BES	\$80.00
CAL-10 pack, allows ten additional users to connect to the BES	\$650.00
CAL-100 pack, allows one hundred additional users to connect to the BES	\$4,999.00
Key – Additional Service Key for BES 3.6	\$799.00
BlackBerry Enterprise Server for Small/Medium Business Edition (SMBE) and CALs:	
BES, Exchange 3.6 for SMBE, includes 5 CALs	\$999.00
CAL-5 pack for SMBE, 5 additional CALs for SMBE, maximum of 10 additional CALs permitted with SMBE BES.	\$999.00
SMBE upgrade to full BES functionality, available only after the purchase of one or two CAL-5 packs for SMBE.	\$2999.00
Software upgrades:	
BES Software Upgrade Program (SUP) - provides minor and major upgrades for one year via internet download. Covers one BES and 20 CALs	\$450.00
BES, Exchange 3.6 upgrade, CD-ROM and documentation for SUP subscribers. Covers one BES and 20 CALs.	\$50.00
BES, Exchange 3.6 upgrade, one-time upgrade for customers that do not subscribe to the SUP. Covers one BES and 20 CALs.	\$2,999.00
SUP for one CAL for one year	\$9.00
SUP for ten CALs for one year	\$75.00

III. OTHER PRICING

The parties contemplate the provision of additional services, such as Wi-Fi and Profile Systems, pursuant to this Agreement when and if available. The parties will agree to mutually acceptable terms and conditions relating to such services when such services are available.

EXHIBIT E
CELLULAR VOICE AND DATA CUSTOMER SERVICE AGREEMENT

On this _____ day of _____, 200__, Cingular Wireless LLC (“CINGULAR”) on behalf of its Affiliates with its principal place of business at 5565 Glenridge Connector, Atlanta, Georgia 30342, and [Customer Name] (“CUSTOMER”), with its principal place of business at _____, enter into this Cellular Voice and Data Customer Service Agreement (“Agreement”). In the event of a conflict between this Agreement and DIR Contract No. TELE – 06-27-03/TEXAN2000 – CING- W, the Contract will prevail unless agreed to otherwise in writing by both parties.

1. EXHIBITS

1.1 If checked and initialed by the CUSTOMER, the following Exhibits are attached hereto and incorporated herein as if set forth in full:

CUSTOMER Exhibits

<u>Initials</u>	<u>Included</u>	
_____	X	Exhibit 1: Voice – Additional Terms And Conditions Relating To Service And Equipment And Service And Equipment Pricing
_____	X	Exhibit 2: Data – Additional Terms And Conditions
_____	X	Exhibit 3: Data Connect– Additional Terms And Conditions
_____	X	Exhibit 4: Interactive Messaging Plus – Terms, Conditions And Pricing
_____	X	Exhibit 5: Good Software And Equipment – Terms, Conditions And Pricing
_____	X	Exhibit 6: Rim Software And Equipment – Terms, Conditions And Pricing
_____	<input type="checkbox"/>	Exhibit 7: Neomar Software – Terms, Conditions And Pricing
_____	X	Exhibit 8: Consolidated Billing Services
_____	<input type="checkbox"/>	Exhibit 9: Cingular Business Online

2. DEFINITIONS

2.1 **Affiliate.** Shall mean an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with CINGULAR. Control shall be defined as (i) fifty percent (50%) or more ownership or beneficial interest of income and capital of such entity; (ii) ownership of at least fifty

percent (50%) of the voting power of voting equity; or, (iii) the ability to otherwise direct or share management policies of such entity by contract or otherwise.

2.2 Equipment. Shall refer to wireless mobile telephones, accessories, Handhelds, cradles, cables and any other equipment or accessories provided to CUSTOMER pursuant to this Agreement. Equipment does not include Software.

2.3 Service or Services. The provision of Commercial Mobile Radio Services ("CMRS"), the Handheld Features selected by CUSTOMER, if any, and any and all other services provided to CUSTOMER pursuant this Agreement.

2.4 Software. The software, in object code form, that is licensed to CUSTOMER pursuant to a separate software license agreement.

3. WIRELESS SERVICES

3.1 Services Provided. As requested by CUSTOMER, CINGULAR shall provide Service, Equipment and Software to CUSTOMER on the terms and conditions specified herein. Service is generally available to wireless Equipment that is equipped for the Service when within the range of radio base station sites located in the service area.

3.2 Wireless Service Agreements. In lieu of CUSTOMER requiring its CUSTOMER billed and guaranteed authorized end users ("CUSTOMER Accounts") to execute individual wireless service agreements, CUSTOMER is executing this Agreement which sets forth the terms and conditions of the provision of CINGULAR's Service.

3.3 No Resell of Services. CUSTOMER may not resell Service. Reselling means providing any re-offer of any part or all of the Services to any third party.

3.4 No Right to Wireless Telephone Number or User Name. CINGULAR will assign a wireless telephone number for wireless phones and a user name for Handhelds activated under this Agreement. Neither CUSTOMER nor its employees have property rights in the assigned wireless telephone numbers and user names and cannot acquire such rights through usage, publication or otherwise. CINGULAR may reassign or change such numbers and user names when, in its sole opinion, it is necessary in the conduct of its business. Unless pursuant to a specific CINGULAR rate plan, only one wireless telephone unit with a unique electronic serial number ("ESN") or one International Mobile Equipment Identifier ("IMEI") at any one time may use any one wireless telephone number.

3.5 Modifications to Service. Cingular reserves the right in its discretion and without notice to CUSTOMER, from time to time, to make changes in the Service, rules of operation, accessibility periods, subscription identification procedures, type and location of Equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms billing systems and methodology, packet size, character distribution within and among packets and designation of the control center serving an account at any particular address. If

any of the foregoing changes substantially and materially affect the Services provided CUSTOMER, then CUSTOMER may terminate this Agreement without penalty.

4. RATES AND CHARGES

4.1 Taxes. The price of the Service does not include any taxes, that currently are or may be imposed, directly or indirectly, by any governmental authority or agency with respect to the Service, including any roaming taxes on roaming calls. CUSTOMER shall pay such taxes, fees, surcharges or assessments directly or reimburse CINGULAR for any such taxes that CINGULAR may be required to collect or pay upon the invoicing of such taxes. Cingular acknowledges that CUSTOMER is exempt from state and local sales taxes and federal excise taxes. Upon CUSTOMER issuing a tax exemption certificate, CINGULAR shall not assess any sales taxes on CUSTOMER's accounts.

4.2 FCC fees, surcharges and assessments. The only fees, surcharges and assessments which may appear on a bill to CUSTOMER, and only as applicable to the Services ordered, are as follows: Federal Universal Service Fund, E911, directory assistance and interconnection charge. No other FCC or PUC authorized fee, surcharge or assessment applicable to wireless voice and /or data telecommunications services may be imposed during the term of this Agreement, without the prior amendment to authorize such imposition under the Agreement. Vendor acknowledges that certain Customers, that are political subdivisions, are exempt from the imposition and collection of certain Texas telecommunications fees, including the Texas Universal Service Fund Charge and Texas Infrastructure Fund assessment. In addition, state agency-Customers have additional exemptions from Texas fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC or PUC and which are otherwise not applicable to wireless voice and /or data telecommunications services. Vendor also agrees to not bill for items for which a Customer has an exemption. Vendor agrees to promptly correct any incorrect billings that occur.

4.3 Except for changes in the law, during the term of this Agreement, all changes in fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fee on these Products and or Services, which Vendor desires to impose under this Agreement, shall require an amendment in order to be effective against the State of Texas and Customers. In the event of a change in the law or fee structures, which results in an exemption from payment in favor of the state of Texas or its Customers, Vendor shall give effect to the exemption without the necessity of a contract amendment.

4.4 Charges. Billing cycles may change from time to time. CUSTOMER is responsible for paying all charges for or resulting from services provided to CUSTOMER Accounts under this Agreement. Depending on the Services provided, charges may include, without limitation, airtime, gateway events features, character or data

usage, deposit(s), the price of any purchased or rented Equipment, Software license fees, shipping and handling, roamer, recurring monthly service, administrative charges, network surcharges, optional feature charges, toll, collect call and directory assistance charges, applicable taxes and governmental fees (as limited by 4.1 and 4.2 above), whether assessed directly upon CUSTOMER or upon CINGULAR, and any other fee, charges or costs that arise out of this Agreement. Monthly service and certain feature charges are billed one month in advance. Roamer charges may appear on a bill after the bill for the period in which the roaming occurs. If CUSTOMER's rate plan allows included minutes to be applied to roaming minutes, those minutes will be applied against included minutes in the month in which the roaming calls appear on CUSTOMER's bill. Airtime and other service charges apply to all calls, including involuntarily terminated calls and unsolicited internet based messages.

4.5 Changes to Rates, Fees and Other Charges. The percentage discount off the CINGULAR published rates and any fixed rate or pooled plan rate, as set forth in the pricing Exhibits, shall be effective for the term of this Agreement. Subject to the foregoing, CINGULAR may increase, reduce or otherwise change any terms, conditions, rates, fees, expenses, features or charges regarding CUSTOMER's service at any time upon thirty (30) days prior written notice. This includes, without limitation, prime or peak hour periods, rate plans and features, billing practices, and all other terms and conditions of Service. CINGULAR will provide CUSTOMER with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) either in CUSTOMER's monthly bill or separately.

5. TERM

Initial Term. The term of this Agreement shall commence on the date set forth above and shall continue for a period of one (1) year (the "Initial Term"). Upon mutual agreement, the parties may extend the term for an additional one (1) year period, but in no event may this Agreement be effective longer than one year after the termination or expiration of DIR Contract NO. TELE – 06 27 03 TEXAN2000 – CING – W.

Service Commitment for Each Account. CUSTOMER has agreed to maintain service for a minimum term for each CUSTOMER Account activated under this Agreement (the "Service Commitment"). The Service Commitment begins on the day Service is activated and expires one (1) year thereafter. In exchange for the Service Commitment, CUSTOMER has received certain benefits from CINGULAR. CUSTOMER understands that CINGULAR's damages arising out of a breach will be difficult, if not impossible, to determine. Therefore, if CUSTOMER terminates service (other than for a default by CINGULAR) or if CINGULAR terminates service for nonpayment or other default before the end of the Service Commitment, CUSTOMER agrees to pay CINGULAR, as liquidated damages, and not as a penalty in addition to all other amounts owed, a termination fee in the amount of One Hundred Fifty and no/100 Dollars (\$150.00) prorated monthly over the term of the Service Commitment (the "Termination Fee"). AFTER COMPLETION OF THE SERVICE COMMITMENT, SERVICE MAY BE EXTENDED UPON NOTICE PROVIDED BY CUSTOMER TO CINGULAR AT LEAST

THIRTY (30) DAYS PRIOR TO THE THEN-EFFECTIVE TERMINATION DATE, OF CUSTOMER'S INTENT TO EXTEND FOR ANOTHER YEAR; PROVIDED HOWEVER, THAT THE TERM MAY NOT BE EXTENDED BEYOND ONE YEAR OF THE TERMINATION OR EXPIRATION OF DIR CONTRACT NO. TELE – 06-27-03/ TEXAN 2000 – CING – W.

Termination by CUSTOMER. A. CUSTOMER may terminate Service to an individual CUSTOMER Account by notifying CINGULAR. If CUSTOMER terminates service before the completion of the Service Commitment. CUSTOMER shall pay the Termination Fee to CINGULAR for liquidated damages in the amount specified above.

B. For Non-Appropriation. Customer may terminate Purchase Orders and this Agreement if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor will be provided ten (10) days written notice of intent to terminate. No early termination fees shall apply.

Termination by Cingular. CINGULAR may interrupt or terminate service to an individual CUSTOMER Account without notice if CINGULAR has cause to believe that its Equipment is being used for a fraudulent purpose, or if Service is used in a way that may adversely affect CINGULAR's service or is used in violation of applicable governmental rules or regulations.

Event of Default. If either party commits or permits an Event of Default, then such non-defaulting party may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement or any CUSTOMER Account. "Events of Default" shall include, but shall not be limited to: i) failure to perform a material term or condition of this Agreement unless such failure is corrected within thirty (30) days of notice from the non-defaulting party advising the defaulting party in reasonable detail of the failure, ii) a party's failure to pay any sums due and payable hereunder, or for non-payment for any other Services or Equipment furnished in connection with this Agreement or any other agreement between the parties, as and when required and such failure continuing for a period of ten (10) days after notice in reasonable detail from the non-defaulting party advising the defaulting party of the failure to pay, iii) a party's insolvency or failure to pay debts as they come due, iv) a party becoming subject to any proceeding under the Bankruptcy Act or similar laws, provided that if such proceeding is involuntary, such party shall have ninety (90) days to have such proceeding dismissed before such proceeding becomes an Event of Default. Notwithstanding any termination of this Agreement, the defaulting party shall be liable and shall immediately pay to the non-defaulting party all amounts due, or which would have become due under this Agreement. If this Agreement is terminated, termination will be made effective at the close date of CUSTOMER's normal billing cycle.

6. PAYMENT TERMS AND LATE CHARGE

6.1 CUSTOMER agrees to pay for all charges incurred and correctly billed to CUSTOMER Accounts. CINGULAR shall invoice CUSTOMER monthly for all CUSTOMER Accounts and CUSTOMER agrees to pay such bills in accordance with

Chapter 2251, Texas Government Code. Monthly access and features are billed in advance. Airtime and other charges are billed in arrears.

6.2 Disputed Charges. Disputed charges must be disputed to CINGULAR in writing no later than twenty-one (21) days after the date the charge appears on the invoice or the right to dispute is waived. Notwithstanding CUSTOMER's dispute, CUSTOMER shall be required to pay the balance of such invoice that is not in dispute. The parties shall use their best efforts to resolve all disputes within thirty (30) days of submission of the dispute to CINGULAR, and CINGULAR shall promptly refund any amount due upon dispute resolution.

6.3 Late Payment. The remedies for late payment are as set forth in Chapter 2251, Texas Government Code.

6.4 Non-payment. CUSTOMER remains responsible for paying the monthly service fee if Service is suspended for nonpayment. CINGULAR may require payment by money order, cashier's check or a similarly secure form of payment at its discretion. CINGULAR will charge CUSTOMER (a) up to Twenty-Five Dollars (\$25.00) or (b) if less, the highest amount allowed by law, for any check or other instrument tendered by CUSTOMER and returned unpaid by a financial institution for any reason.

6.5 Costs of Collection. To the extent authorized by the laws and constitution of the State of Texas, CUSTOMER agrees to pay to CINGULAR all collection costs and expenses, including reasonable attorneys' fees and court costs, incurred by CINGULAR in exercising any of its rights and remedies when enforcing any provisions of this Agreement.

7. INFORMATION/CPNI AND NON-ADVERTISEMENT, NO CHARGE COMMERCIAL MESSAGES

7.1 Release of Information. CUSTOMER hereby authorizes the disclosure of account information to or from other providers of wireless service solely for the provision of Service pursuant to this Agreement.

7.2 CPNI. Under federal law CUSTOMER has a right and CINGULAR has a duty to protect the confidentiality about the amount, type and destination of your Service usage (such information is referred to in applicable federal regulations as Customer Proprietary Network Information ("CPNI")). CUSTOMER hereby grants consent to share CPNI with CINGULAR, its affiliates and its contractors, to develop or bring to CUSTOMER's attention any products or services that are available under this Agreement. CUSTOMER's consent is valid until removed by CUSTOMER and survives the termination of this Agreement. CUSTOMER may withdraw or limit its consent at any time by notifying CINGULAR in writing at the addresses set forth in the Section entitled Notice herein. CUSTOMER's withdrawal or limitation of consent does not affect CUSTOMER's current Service, nor does it serve to modify or waive any other term of this Agreement.

7.3 Non- Advertisement, no Charge Commercial Messages. CUSTOMER authorizes CINGULAR to send non-advertisement, no charge type messages to CUSTOMER's Equipment using the Services and to CUSTOMER's email addresses providing information to CUSTOMER was described above.

7.4 File Security. CUSTOMER acknowledges that it is possible for third parties to monitor data traffic. If CUSTOMER desires to secure its transmissions in connection with the Services, CUSTOMER will procure, at its own cost, encryption software or other transmission protection. CUSTOMER assumes full responsibility for the establishment of appropriate security measures to control access to CUSTOMER's information.

8. SERVICE INTERRUPTION. Service may be temporarily interrupted, delayed or otherwise limited for a variety of reasons, including but not limited to transmission limitations caused by atmospheric and other conditions, availability of radio frequency channels, system capacity limitations, coordination with other systems, Equipment modifications and repairs, problems associated with the facilities of interconnecting carriers and the negligence of CINGULAR. Gaps in Service occur within the service areas shown on coverage maps; therefore, CINGULAR does not guarantee CUSTOMER uninterrupted Service.

9. INDEMNIFICATION

9.1 CUSTOMER. To the extent authorized by the laws and constitution of the state of Texas, CUSTOMER shall defend, indemnify, and hold harmless CINGULAR its parents, successors, affiliates and agents from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by CINGULAR in connection with all claims, suits, judgments, and causes of action (i) for infringement of patents or other proprietary rights arising from combining with or using any device (except Equipment), system or service in connection with CINGULAR facilities (ii) for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by CUSTOMER over the CINGULAR facilities, or (ii) for injury, death or property damage arising out of or in connection with the presence, use or unavailability of the Services (including, but not limited to, vehicular damage and personal injury). This obligation shall survive termination of CUSTOMER's service with CINGULAR.

9.2 CINGULAR. Except as set forth above, CINGULAR shall defend, indemnify, and hold harmless CUSTOMER its employees, officials and agents from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by CUSTOMER in connection with all claims, suits, judgments, and causes of action for CINGULAR's actions under this Agreement and infringement of patents or other proprietary rights arising from use of the Services. This obligation shall survive termination of CUSTOMER's service with CINGULAR.

10. LIMITED WARRANTY

10.1 Disclaimer of Warranties - Service. CINGULAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, NON-INFRINGEMENT OR PERFORMANCE WITH REGARD TO THE SERVICES PROVIDED HEREUNDER.

10.2 Disclaimer of Warranties – Equipment and Software. EQUIPMENT AND SOFTWARE COMES WITH A SEPARATE WARRANTY. EXCEPT AS MAY BE SET FORTH IN ANY EQUIPMENT OR SOFTWARE WARRANTY, CINGULAR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, SUITABILITY, NON-INFRINGEMENT, MISAPPROPRIATION OF TRADE SECRETS, OR PERFORMANCE WITH REGARD TO THE SOFTWARE OR EQUIPMENT.

11. LIMITATION OF LIABILITY

11.1 Services and Equipment. CINGULAR's sole liability, if any, for loss or damage arising out of mistakes, omissions, interruptions, errors or any other causes, including the negligence of CINGULAR, shall be limited to the credit for service interruption for each separate period of interruption as described in the Section on Service Interruption. However, in no event shall CUSTOMER be entitled to credits, if any, in excess of an amount equivalent to charges payable by CUSTOMER to CINGULAR for Services under this Agreement for the period such failure, delay or nonperformance occur. In no event shall CINGULAR be liable for: (a) any act or omission of any provider of service or facilities other than CINGULAR; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through CINGULAR; (c) any damage or injury caused by, or allegedly resulting from, the presence or use of any wireless telephone or service provided by CINGULAR, including, but not limited to, the presence or use thereof in any vehicle or on any property; (d) claims made against CUSTOMER by third parties; (e) damage caused by any suspension or termination of service by CINGULAR; (f) damages caused by failures or delays in the provision of, or making calls to, 911 or any other emergency service, where such service is available; or, (g) any damage or injury arising from alleged negligence or willful misconduct of any third party, or including, without limitation, any directory assistance or Internet service provider. CUSTOMER understands that, for an additional fee, speakerphone equipment is available from numerous sources. This service enables the use of the wireless telephone without holding the receiver, thereby allowing the use of both hands while operating a motor vehicle. Additionally, CUSTOMER understands that it is not to use the Handheld while operating motor vehicles, in emergency situations or where it is prudent to pay attention to the user's surroundings.

11.2 AS A MATERIAL PART OF THE CONSIDERATION PAID BY CUSTOMER FOR THE SERVICES, SOFTWARE AND EQUIPMENT PROVIDED BY CINGULAR, BOTH CUSTOMER AND CINGULAR AGREE THAT NEITHER CINGULAR AND ITS THIRD PARTY SERVICE PROVIDERS (INCLUDING BUT NOT LIMITED TO OPERATOR SERVICES AND LOSS PROTECTION PROVIDERS) OR CUSTOMER SHALL IN NO EVENT BE LIABLE FOR AND EACH PARTY HEREBY WAIVES ITS RIGHT TO CLAIM ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR

CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, BUSINESS OR REVENUES, LOSS OF THE USE OF EQUIPMENT, OR ANY ASSOCIATED PRODUCTS, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMER OR CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. THE FOREGOING DISCLAIMER SHALL APPLY IN CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INABILITY TO USE THE CINGULAR FACILITIES, THE SERVICES OR EQUIPMENT, OR ANY PART THEREOF, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER COMMUNICATIONS FACILITIES OR IN CONNECTION WITH ANY SERVICES, PERFORMED OR NOT PERFORMED BY CINGULAR UNDER THIS AGREEMENT, OR A THIRD PARTY'S UNAUTHORIZED ACCESS TO CUSTOMER'S DATA TRANSMITTED OVER THE CINGULAR FACILITIES.

- 11.3 **Query Services.** CUSTOMER assumes responsibility for use of all data query functions (collectively, "Query Services") that may, from time to time, be offered by CINGULAR or third parties in connection with the Services. CUSTOMER acknowledges and agrees that CINGULAR is not a registered broker-dealer and does not endorse or recommend the services of any brokerage CUSTOMER. In the event CUSTOMER chooses to use Query Services to access information concerning any securities or investment instruments of any kind, CUSTOMER acknowledges and agree that such information is being requested by CUSTOMER for informational purposes only and is not intended for trading purposes. CUSTOMER further acknowledges that publicly accessible information concerning the trading of securities is subject to delay and that price quotations obtained by CUSTOMER from the Internet via any Query Services may not reflect the actual value of such securities.
- 11.4 **Supplemental Services.** CUSTOMER may from time to time subscribe to services provided by third parties, including but not limited to Operator Services, Loss Protection, messaging, email, email forwarding or other server software based services, within the scope of this agreement (collectively the "Supplemental Services"). CINGULAR IS ACTING EITHER AS BILLING AGENT ONLY, OR A PROVIDER OF NETWORK CONNECTIVITY TO THE SUPPLEMENTAL SERVICE. CUSTOMER ACKNOWLEDGES THAT ACCESS TO SUPPLEMENTAL SERVICES REQUIRES A CONTRACT FOR SUCH SERVICES DIRECTLY BETWEEN CUSTOMER AND THE THIRD PARTY SERVICE PROVIDER PROVIDING THE SUPPLEMENTAL SERVICE. CUSTOMER SHOULD DIRECTLY CONTACT THE THIRD PARTY SERVICE PROVIDER CONCERNING ALL ISSUES THAT ARISE OUT OF THE USE OF SUCH SUPPLEMENTAL SERVICES.
- 11.5 **Disclaimer.** QUERY SERVICES AND SUPPLEMENTAL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CINGULAR HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO

QUERY SERVICES OR SUPPLEMENTAL SERVICES AND ANY INFORMATION RECEIVED BY CUSTOMER VIA THESE SERVICES, AND CINGULAR SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY CLAIMING BY OR THROUGH CUSTOMER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY THEREOF.

12. MISCELLANEOUS PROVISIONS

- 12.1 FCC Matters.** Each party shall be responsible for compliance with Federal Communication Commission rules and with the rules and regulations of any other federal, state or local regulatory agency. Neither CINGULAR nor any of its employees is an agent or representative of the other in Federal Communication Commission matters or otherwise.
- 12.2 Advertising Restraints.** CUSTOMER and CINGULAR agree that neither party without the other respective party's prior written consent will use the name, service marks or trademarks of the other party or any of its Affiliates, or reveal the existence of the Agreement or its terms and conditions, in any advertising, publicity release or sales presentation, except that either party may make any disclosure required by any governmental laws, regulations or court orders.
- 12.3 Independent Purchases.** Except as set forth herein, CUSTOMER is not obligated to purchase a service or Equipment from CINGULAR as a condition of purchasing any other service or product from CINGULAR at the prices or on the terms specified herein.
- 12.4 No Third Party Beneficiary.** No entity other than CINGULAR and CUSTOMER is or shall be entitled to bring any action to enforce any provision of this Agreement. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by CINGULAR and CUSTOMER and their respective successors and assigns as permitted thereunder.
- 12.5 Governing Law.** The laws of the State of Texas without regard to its choice of law principles shall govern this Agreement.
- 12.6 Authority.** The person signing below on behalf of CUSTOMER and CINGULAR is authorized to sign and bind CUSTOMER and CINGULAR to this Agreement.
- 12.7 Assignment.** This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of both parties, said consent not to be unreasonably withheld or delayed; provided, however, CINGULAR shall have the right to assign this Agreement to any present or future affiliates, subsidiary or parent corporation of CINGULAR, without securing the consent of CUSTOMER and may grant to any such assignee the same rights and privileges CINGULAR enjoys under this Agreement. CINGULAR agrees to provide its CUSTOMER with prompt notice of any such assignment and to cooperate to execute such additional documentation as necessary to update CUSTOMER's records.
- 12.8 Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil

or military authorities, acts of God or by the public enemy, acts of terrorism, acts or omissions of carriers or other causes beyond the reasonable control of such party.

12.9 **Notices.** All communications and notices required by or relating to this Agreement shall be in writing and shall be delivered in one of the following manners: (1) by hand; (2) by overnight delivery service; or (3) by deposit in the mail, postage prepaid, addressed as follows:

If Notice to CUSTOMER:	
CUSTOMER :	[Type CUSTOMER Name Here]
Attention:	[Type Customer Attention Address: [Type Customer Address Here]
Address:	[Type Customer Address Here]
City, State Zip	[Type Customer Address Here]
With a copy to:	
CUSTOMER :	[Type Customer Name Here]
Attention:	[Type Customer Attention Address: [Type Customer Address Here]
Address:	[Type Customer Address Here]
City, State Zip	[Type Customer Address Here]

If Notice to Cingular Wireless LLC:	
Company:	Cingular Wireless LLC
Attention:	Vice President-Business Sales
Address:	5565 Glenridge Connector
City, State Zip	Atlanta, Georgia 30342-4756
With a copy to:	
Company:	Cingular Wireless LLC
Attention:	General Counsel
Address:	5565 Glenridge Connector
City, State Zip	Atlanta, Georgia 30342-4756

12.10 **Remedies Nonexclusive.** Except where expressly provided, no remedy herein conferred upon either party is intended, nor shall it be construed to be exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative.

12.11 **Waivers of Default.** Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

12.12 **Survival.** The terms and conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the completion of performance, cancellation or termination of this Agreement.

12.13 **Severability.** If a provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result there from) the entire Agreement shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of CINGULAR and CUSTOMER shall be construed and enforced accordingly.

12.14 **Entire Agreement.** This Agreement, including the exhibits hereto, and DIR Contract NO. TELE – 06-27-03/TEXAN 2000 – CING – W, with all of its attachments and exhibits, contain the entire agreement between CINGULAR and CUSTOMER with respect to the subject matter hereof and supersedes and cancels any prior understandings and agreements between CINGULAR and CUSTOMER with respect thereto.

IN WITNESS WHEREOF the parties hereto have executed the agreement on the day and year first above written and hereby declare that they have read and do understand each and every term, condition and covenant contained in this Agreement. This Agreement shall not be binding until both parties have signed.

CINGULAR WIRELESS LLC

Enter CUSTOMER Name

(Signature)

(Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

DATE: _____

DATE: _____

EXHIBIT 1
Voice/Special Bid – Additional Terms And Conditions Relating To Service And Equipment
And Service And Equipment Pricing

In addition to the terms and conditions in the Agreement, the following terms and condition are applicable to the provision of voice services and are incorporated as if set forth in full in the Agreement:

I. ADDITIONAL TERMS AND CONDITIONS RELATING TO SERVICE AND EQUIPMENT

A. Charges For Services Billed In Minute Increments

CUSTOMER shall pay for incoming and outgoing calls or messages to and from wireless Equipment activated under this Agreement. Airtime and other measured usage (chargeable time) is billed in full minute increments and actual airtime and usage is rounded up to the next full minute increment at the end of each call for billing purposes, e.g., CINGULAR charges a full minute of airtime usage for every fraction of the last minute of airtime used on each wireless call. Chargeable time begins for outgoing calls when the end user presses SEND (or similar key) and for incoming calls when a signal connection from the caller is established with CINGULAR's facilities. Chargeable time ends after the end user presses END (or similar key), but not until the end user's wireless telephone's signal of call disconnect is received by CINGULAR's facilities and the call disconnect signal has been confirmed. All outgoing calls for which CINGULAR receives answer supervision shall incur a minimum of one-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 inter-exchange switching Equipment. Chargeable time may include time for CINGULAR to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time; however, there will be no charged time for unanswered incoming calls, and no charged time for outgoing calls for which answer supervision is not received if chargeable time, including ring time, is under thirty (30) seconds. Calls using call waiting or three-way calling features will be billed for the duration of each connected call. Chargeable time may also occur from other uses of CINGULAR facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one period and end in another period are billed at the rates for the period in which the call began. Minutes will be depleted according to usage in the following order: mobile to mobile minutes, night and weekend minutes, included minutes, rollover minutes and additional minutes. International long-distance rates vary. Charges for calls made while outside your local Home Calling Area or portions of your Home Calling Area served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes, if part of your Home Calling Area service, will be applied against your included monthly minutes in the month in which the calls appear on your bill. Display on your phone will not indicate whether you will incur roaming charges. Nights are 9:00 p.m. to 7:00 a.m. Weekends are 9:00 p.m. Friday to 7:00 a.m. Monday. Included long distance applies to calls within the 50 United States. Calls originated or received while outside of your Cingular Home Calling Area are subject to roaming charges. Rollover minutes roll over for up to 12 months. Night and Weekend Minutes will not roll over. Rollover only applies to the included minutes. Rollover minutes are not redeemable for cash or credit and are not transferable. Minutes will not roll over until after the first month's billing. Unused minutes do not roll over to the next billing period and are forfeited on non-qualifying plans. Mobile to Mobile calling applies only to and from other local CINGULAR subscribers' phones. Mobile to Mobile calling options do not include calls placed outside the CINGULAR Home Mobile to Mobile coverage area, directory assistance, or wireless voice mail.

B. Data Services

Wireless Internet Services require digital service and a compatible wireless phone. Services may be subject to certain Equipment and Service limitations, including memory, storage, network, coverage, accessibility or data conversion limitations. Services are only available in select CINGULAR service areas. Contact Customer Service or see www.mywirelesswindow.com for Service availability in your area. CINGULAR is not responsible for loss or disclosure of any sensitive information transmitted. Interactive Messaging: interactive messages are limited to 160 characters per message. Interactive messaging services do not include Internet access, operator-assisted messaging or ring tones. Attachments will not be delivered. Cingular charges for both message sending and receiving, whether read or unread. CUSTOMER is charged for each part of messages that are delivered in multiple parts. Wireless Internet/Wireless Internet Express: Wireless Internet/Wireless Internet Express is not equivalent to landline Internet. Only select sites accessible through a mobile connection are available. CINGULAR does not guarantee access to any site not on the CINGULAR provided www.mywirelesswindow.com deck. Use of the Wireless Internet while roaming is dependent on coverage and the roaming carrier's support of circuit-switch data (Wireless Internet) or GPRS (Wireless Internet Express) service. Roaming charges, including applicable kilobyte and/or per minute airtime charges and interactive message charges, will be imposed where roaming service is available. CUSTOMER will be restricted from using a home page other than CINGULAR's own home page. Caller ID blocking is not available when using Wireless Internet or Wireless Internet Express and the wireless number is transmitted to Internet sites visited. Users may receive unsolicited messages from third parties as a result of visiting Internet sites and a per message charge may apply whether the message is read or unread, solicited or unsolicited. CINGULAR provides connectivity for access to the wireless Internet. Information is provided by unaffiliated content providers who are subject to change at any time without notice. CINGULAR is not a publisher of third party content, and is not responsible for any opinions, advice, statements, other information, services or goods provided by third parties. Third party content providers may impose additional charges. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, transmission or correct sequencing of any information or downloaded data is not guaranteed by CINGULAR or any content providers. Wireless Internet services are billed in one-minute increments from your voice-calling rate plan. Usage includes all time spent connected to the Wireless Internet, as well as time spent on the home page, or while reviewing wireless account information, where available. Wireless Internet Express: Wireless Internet Express service is billed both monthly and for total volume of data sent & received (in kilobytes). Fractions of a kilobyte per Wireless Internet Express session are rounded up to whole kilobytes. Kilobyte totals may include network overhead. Inactivity on Wireless Internet Express in excess of five minutes will result in disconnection from the gateway and require a new session. Airtime, which is billed in one-minute increments as provided in the applicable rate plan, will be charged for voice calls or if user switches the handset connection from GPRS to a circuit switch data connection.

C. Voice Mail Service

Cingular reserves the right to remove voice mail service if the voice mail service is not initialized within thirty (30) days of activation. Cingular will reactivate voice mail service thereafter at CUSTOMER'S request.

D. Call Blocking

All wireless numbers and calling names will be broadcast to other wireless and landline phones with Caller ID. If CUSTOMER does not wish for the wireless numbers and calling names to be sent to the party they are calling, CUSTOMER and its authorized users may block the

number and name per call by dialing *67 before dialing the phone number or CUSTOMER may block the number and name per line (permanently block the number from being received by other wireless or land line phones with Caller ID) by sending written notice to CINGULAR. There is no charge for either form of blocking.

E. Wireless Equipment

CINGULAR shall provide CUSTOMER with wireless Equipment and accessories during the term of this Agreement in accordance with the pricing set forth herein plus any expedited shipping and handling charges. Additional fees shall not apply for standard shipping and handling. The pricing of Equipment is contingent on activation of that Equipment (via trade-in or new activation) on CINGULAR Service. CINGULAR is not responsible for the operation, quality of transmission or maintenance of the Equipment.

F. Installation of Equipment

Upon CUSTOMER's request, CINGULAR shall assist CUSTOMER in arranging for the standard installation of Equipment in vehicles by a third party. Standard installation includes the fixed control head, transceiver, glass mount antenna, cable and hands-free unit. CUSTOMER is responsible for payment for installation, operation and maintenance of wireless Equipment. If CUSTOMER purchases Equipment outside this Agreement, CUSTOMER must ensure that its Equipment is compatible only with, and will not interfere with, CINGULAR Service, and that it complies with all applicable laws, rules and regulations. If CUSTOMER's Equipment is intelligent roaming capable, it shall be periodically programmed with default system settings for roaming service that cannot be changed manually.

G. Lost Or Stolen Equipment

If Equipment is lost or stolen, CUSTOMER is responsible for all airtime, long distance and other charges incurred until it reports the theft or loss to CINGULAR's customer service. After report of the theft or loss to CINGULAR, CUSTOMER remains responsible for complying with its other obligations under this Agreement, including, but not limited to, payment of the monthly service fee and the Service Commitment.

H. Out of Network Roaming

Roamer charges result from using Equipment outside CUSTOMER's Local or Home Service Area (applicable to select rate plans) and only appear after CINGULAR is notified by the carrier servicing the area in which roaming occurs. Different rates apply and conditions of service may vary when an end user roams on another carrier's network. A roamer administration fee may be charged in any month in which one or more roamer charges appear on the bill. Actual charges billed may not be the same as are imposed by the serving carrier. IN ADDITION TO ANY LIMITATIONS OF LIABILITY STATED HEREUNDER, CUSTOMER IS SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS IMPOSED BY THE ROAMING CARRIER ON THE ROAMING CARRIER'S OWN SUBSCRIBERS. CUSTOMER AGREES TO ACCEPT SERVICE ON A ROAMING CARRIER'S NETWORK ON AN "AS-IS" "WHERE-IS" BASIS WITHOUT WARRANTY OF ANY KIND. Certain rate plans require use of Equipment programmed with CINGULAR's preferred roaming database. Phones not so programmed or incapable of roaming on the preferred carriers' networks may subject

CUSTOMER to higher roaming rates or having CUSTOMER's service converted to a different rate plan.

I. Long Distance Service

CINGULAR will provide CUSTOMER long distance service unless CINGULAR makes available other long distance carriers with whom it has contracted to provide long distance service to CINGULAR's customers and CUSTOMER requests one of those long distance carriers. If CINGULAR connects CUSTOMER to a long distance carrier other than the one it requested, CINGULAR is not responsible for charges CUSTOMER incurs with another long distance carrier, and is only responsible for connecting CUSTOMER to its requested carrier at the earliest opportunity after its has notified CINGULAR. Certain rate plans require use of the CINGULAR's long distance service.

J. Attention TTY Users

Currently, 9-1-1 emergency services cannot be used with a TTY connected to a digital wireless phone or with an analog/digital dual mode wireless phone in the digital mode. A TTY or TTD is a special text phone for use by persons with hearing, speech and some motor disabilities. It is possible today to use some analog phones to place wireless calls with some TTYs, but not all. While the wireless industry and Equipment manufacturers work to resolve this matter, the Federal Communications Commission requires that customers be notified about this existing limitation.

L. Service Interruption

Subject to the limitations below, if CUSTOMER's service is interrupted for twenty-four (24) continuous hours or more, CINGULAR will issue CUSTOMER, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period Service was unavailable, not to exceed the monthly access service fee. An interruption is measured from the time that CUSTOMER reports it to CINGULAR. CINGULAR may require that CUSTOMER request credit in writing. No credit will be given for a Service interruption if evidence of the Service interruption is, in CINGULAR's opinion, inconclusive or if the Service interruption was caused by: (a) CUSTOMER's negligent or willful actions, (b) the failure of Equipment or services not provided by CINGULAR or (c) causes beyond the control of CINGULAR. CINGULAR's liability to CUSTOMER for interruptions, delays and failures in transmission or service is limited solely to the credit set forth above, and such credit will satisfy all of CUSTOMER's claims against CINGULAR for interruption of Service. However, in no event shall CUSTOMER be entitled to credits, if any, in excess of an amount equivalent to charges payable by CUSTOMER to CINGULAR for Services under this Agreement for the period such failure, delay or nonperformance occur.

II. CUSTOMER ACCOUNT SERVICE AND EQUIPMENT STANDARD PRICING

A. Discount off Cingular Rate Plans

Eighteen percent (18%) discount off of only the monthly recurring access charge on then-current published Cingular Home, SuperHome, Nation (GSM) and Nation (GAIT) rate plans. This discount does not apply to promotional rate plans and features as defined solely by Cingular.

B. Features Included on all Rate Plans at No Additional Cost

Basic Voice Mail, Call Waiting, Call Forwarding, Three Way Calling, Caller ID and Detail Billing

100 Text Messages (all other messages charged at standard published rates)

C. Customer Account Equipment Pricing

Customer Accounts may purchase handsets at \$100.00 off the published retail consumer two (2) year service contract prices. If a handset's published retail consumer two (2) year service contract price is less than \$100.00, the Customer Account is not entitled to a credit or cash back.

Customer Accounts shall receive twenty percent (20%) off the non-promotional retail price for accessories.

III. ADDITIONAL PRICING REQUIREMENTS

A. Requirements for Customer Accounts

1. Require multi-network or dual-band digital handsets for all plans;
2. Must be activated on Cingular network and must utilize Cingular long distance to qualify for all Cingular rates; and
3. All Customer Accounts must be activated via the process established by CINGULAR. No activations shall contribute to the Minimum Commitment, nor be able to participate in special pricing or discounts unless activated via the properly established channels/procedures. No retail, agent or local market activations shall be allowed unless otherwise agreed to in writing.

Exhibit 2
Data – Additional Terms And Conditions

In addition to the terms and conditions in the Agreement, the following terms and condition are applicable to the provision of data services and are incorporated as if set forth in full in the Agreement:

I. DEFINITIONS

- A. **Handheld.** A wireless handheld messaging device, including the cradle and cable, if ordered, and including any Software or firmware resident on the device, approved by CINGULAR for use with CINGULAR service.
- B. **Service Features.** The following suite of features known in combination as Service Features which may be chosen by company:
1. Interactive Messaging PLUS;
 2. Xpressmail with BlackBerry;
 3. Xpressmail with BlackBerry and IM PLUS;
 4. Xpressmail Goodlink Edition;
 5. Network Connectivity to the Wireless Knowledge Host; and
 6. Neomar.
- C. **Software.** Collectively the Handheld operating system software, PIM software, Blackberry software, Neomar software and the Good software.
- D. **Subscriber or Subscription.** The end user of the Services.

II. TERMS AND CONDITIONS

- A. **Use of Services.** Use of the Service as it relates solely to the Service Features is subject to compliance with the following requirements. If any account is used in violation of these requirements, then CINGULAR shall have the right, without notice to CUSTOMER, to terminate Service to the offending account.
1. CUSTOMER shall not transmit obscene, indecent, harassing, profane, abusive, false, illegal or deceptive messages.
 2. CUSTOMER shall not i) activate Handhelds designed to communicate with CINGULAR'S network ("Handhelds") which are not approved by CINGULAR and registered by CINGULAR on its network, ii) use or permit the operation of a Handheld which intentionally or otherwise has been altered from its approved design or configuration.
 3. CUSTOMER shall not use the Services to send to third parties unsolicited commercial e-mail or unsolicited commercial IM PLUS messages (commonly known as "spam").
- B. **Charges For Services Billed In Kilobytes.** CINGULAR will invoice CUSTOMER for actual message characters (sent or received) by each account activated hereunder by CINGULAR on behalf of CUSTOMER in an amount equal to the charges set forth in the applicable pricing exhibit.

III. SOFTWARE

- A. **License Fees.** If CUSTOMER elects to acquire Software licenses from CINGULAR, then CUSTOMER shall pay the license fees for the Software as set forth in the applicable pricing Exhibit. CUSTOMER agrees that its use of the Software shall be subject to the terms herein or as set forth in any applicable third party software license agreements.

IV. EQUIPMENT

A. **Wireless Equipment**

CINGULAR shall provide CUSTOMER with wireless Equipment and accessories during the term of this Agreement in accordance with the pricing set forth herein plus any expedited shipping and handling charges. Additional fees shall not apply for standard shipping and handling. The pricing of Equipment is contingent on activation of that Equipment (via trade-in or new activation) on CINGULAR Service. CINGULAR is not responsible for the operation, quality of transmission or maintenance of the Equipment.

B. **Installation of Equipment**

If CUSTOMER purchases Equipment outside this Agreement, CUSTOMER must ensure that its Equipment is compatible only with, and will not interfere with, CINGULAR Service, and that it complies with all applicable laws, rules and regulations. If CUSTOMER's Equipment is intelligent roaming capable, it shall be periodically programmed with default system settings for roaming service that cannot be changed manually.

C. **Lost Or Stolen Equipment**

If Equipment is lost or stolen, CUSTOMER is responsible for all airtime, long distance and other charges incurred until it reports the theft or loss to CINGULAR's Customer Service. After report of the theft or loss to CINGULAR, CUSTOMER remains responsible for complying with its other obligations under this Agreement, including, but not limited to, payment of the monthly service fee and the Service Commitment.

V. LOSS PROTECTION

NOT AVAILABLE IN ALL STATES. CUSTOMER may purchase Loss Protection coverage from the Lock/Line Companies and CNA Insurance ("Lock/Line"). If CUSTOMER has purchased Loss Protection coverage, then CUSTOMER acknowledges that (a) the Handheld is in CUSTOMER's possession and in good working order, (b) CUSTOMER has read and understands the terms and conditions under which the program is offered by Lock/Line, (c) Loss Protection is provided by Lock/Line and not Cingular and any claims regarding the protection or losses, or administration of the coverage shall be directed to CNA Insurance, and (d) Cingular acts only as a billing agent for Lock/Line and has no liability to CUSTOMER for the Loss Protection coverage.

Exhibit 3
Data Connect –Terms, Conditions and Pricing

In addition to the terms and conditions in the Agreement, the following terms and condition are applicable to the provision of GSM/GPRS data Services and are incorporated as if set forth in full in the Agreement:

I. DEFINITIONS

- A. **Smith Micro Client Software.** Shall mean the Data Connect Applications Software. Smith Micro Software Inc. grants to CUSTOMER for each Customer Account a license to use the Smith Micro Client pursuant to the terms and conditions of the Smith Micro Client included on the CD-ROM.
- B. **Wireless PC Card.** Shall mean the wireless device purchased from Cingular enabling access to Cingular GSM/GPRS networks.

II. CUSTOMER ACCOUNT PRICING

A. **Monthly Subscription Charges Per Customer Account**

CUSTOMER shall choose from one of the Price Plans listed below for each Customer Account. CUSTOMER shall be charged for kilobytes used by each Customer Account in excess of the Monthly Allowance at the Overage Rate set forth below. No Activation fees apply.

Customer Accounts shall receive a **fifteen percent (15%) discount** off the Monthly Charge per Customer Account on all Rate Plans except for the Data Connect Unlimited Rate Plan.

Customer Accounts shall receive a **thirty eight percent (38%) discount** off the Monthly Charge per Customer Account on the Data Connect Unlimited Rate Plan.

The following chart sets forth Cingular’s current Rate Plans. The Rate Plans are subject to change during the term of this Agreement and any new Rate Plans will be receive the discounts set forth above.

Rate Plan	Monthly Allowance Per Company Account**	Overage Rate Per KB*	Monthly Charge Voice Add-On Per Company Account***	Monthly Charge Data Only Per Company Account	Roaming Rate per KB*
Data Connect 5	5 MB	\$0.0048	\$14.99	\$19.99	\$0.0097
Data Connect 10	10 MB	\$0.0039	\$24.99	\$29.99	\$0.0097
Data Connect 20	20 MB	\$0.0029	\$34.99	\$39.99	\$0.0097
Data Connect 40	40 MB	\$0.0024	\$54.99	\$59.99	\$0.0097
Data Connect Unlimited	Unlimited	N/A	\$74.99	\$79.99	\$0.0097

*“Overage” shall mean the number of kilobytes used by a Customer Account in excess of the Monthly Allowance.

**“KB” shall mean one Kilobyte, which is defined as 1,024 (one thousand) characters. “MB” shall mean 1,024 (one thousand) Kilobytes.

***Voice Add-On is the price of the data plan added to an existing voice plan

B. **Charges Not Included in Monthly Charge Per Customer Account**

The Monthly Charge per Customer Account set forth above includes airtime usage only. CUSTOMER also shall be charged for additional items at the prices set forth in the other Sections of this Exhibit.

Exhibit 4
Interactive Messaging PLUS – Terms, Conditions and Pricing

In addition to the terms and conditions in the Agreement, the following terms and condition are applicable to the provision of Mobitex data Services and are incorporated as if set forth in full in the Agreement:

I. CUSTOMER ACCOUNT PRICING

A. Activation Fees

Activation Fee for Canadian Cross Border Roaming \$25.00

B. Monthly Subscription Charges Per Customer Account

CUSTOMER shall choose from one of the Price Plans listed below for each Customer Account. CUSTOMER shall be charged for characters used by each Customer Account in excess of the Monthly Allowance at the Overage Rate set forth below.

Customer Accounts shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans **except** for the Interactive Messaging PLUS 100 Rate Plan which receives 0% discount.

The following chart sets forth Cingular’s current Rate Plans. The Rate Plans are subject to change during the term of this Agreement and any new Rate Plans will be receive the discounts set forth above.

Rate Plan	Monthly Allowance Per Company Account**	Overage Rate Per Character*	Monthly Charge Per Company Account
Interactive Messaging PLUS 100	100 KB	\$0.00020	\$19.99
Interactive Messaging PLUS 200	200 KB	\$0.00017	\$27.99
Interactive Messaging PLUS 500	500 KB	\$0.00015	\$29.99
Interactive Messaging PLUS 1000	1 MB	\$0.00015	\$34.99
Interactive Messaging PLUS 3000	3 MB	\$0.00005	\$49.99
Interactive Messaging PLUS Unlimited	Unlimited	N/A	\$59.99

*“Overage” shall mean the number of characters used by a Customer Account in excess of the Monthly Allowance.

**“KB” shall mean one Kilobyte, which is defined as 1,000 (one thousand) characters. “MB” shall mean 1,000 (one thousand) Kilobytes.

C. Charges Not Included in Monthly Charge Per Customer Account

The Monthly Charge per Customer Account includes airtime usage only. CUSTOMER also shall be charged for additional items at the prices set forth in the other Sections of this Exhibit.

D. Mobile-to-Mobile Charges

A message transmitted between two Customer Accounts requires two transmissions and the number of Kilobytes contained in each of the messages will be billed to each of the sending and receiving Customer Accounts.

E. **Other Applications**

CUSTOMER agrees that the Price Plans set forth in this Exhibit are based on CUSTOMER using the Handheld solely for Interactive Messaging PLUS. CUSTOMER agrees that CINGULAR has the right, but not the obligation, to terminate Service to any Customer Account for inappropriate use or use of an unapproved application. Cingular may increase the charges payable by CUSTOMER for CUSTOMER's use of the Handheld with any other approved application or use. Any increase in the charges will be priced on an individual case basis.

F. **Purchased Handhelds (subject to availability)**

RIM Inter@ctive™ Handheld 950 (4 meg.), refurbished, with Synch Kit	\$149.00
RIM Inter@ctive™ Handheld 957 with Synch Kit	\$349.00
PIM Synchronization Kit	\$24.95

G. **Loss Protection (a Third Party Service available for RIM 950 Handhelds only)**

\$3.95 per month, per Handheld

H. **Canadian Cross Border Roaming**

\$25.00 per month plus usage, per Customer Account

I. **Personal Message Manager Options**

Message Via Operator: \$0.50 per 80 character message

Corporate Toll Free Service: \$7.50 Corporate Number/Data Base per month
\$2.50 per Customer Account/per month
\$0.50 per 80 character message

One Connect Service: \$8.95 per Customer Account per month
\$0.50 per 80 character message
\$0.25 per minute voice mail, call connect, out dialing and fax receipt capabilities.

Usage required to deliver messages and notifications to the Handheld in connection with the above-referenced services shall be billed in accordance with the Rate Plan selected.

J. **Text to Voice and Fax**

Text-to-Voice: \$0.25 per minute

Fax Send: \$0.25 per minute

Usage required to deliver messages and notifications to the Handheld in connection with the above-referenced services shall be billed in accordance with the Rate Plan selected.

Exhibit 5
Good Software and Equipment – Terms, Conditions and Pricing

In addition to the terms and conditions in the Agreement, the following terms and condition are applicable to the provision of Mobitex data Services and are incorporated as if set forth in full in the Agreement:

I. DEFINITIONS

- A. **Good Software.** Shall mean the GoodLink Applications Software, GoodInfo Server Software and/or the GoodLink Server Software.
- B. **GoodLink Applications Software.** Shall mean (i) the object code form of the specific program modules, feature sets, or features of the Good Applications Software described in the Documentation which is installed on a Handheld by CINGULAR or provided to CUSTOMER to install on a Handheld, (ii) enhancements thereto and (iii) the applicable Documentation.
- C. **GoodLink Server Software.** Shall mean (i) the object code form of the specific program modules, feature sets or features of the GoodLink Server Software described in the Documentation to be installed on CUSTOMER's server, (ii) enhancements thereto and (iii) and the applicable Documentation.
- D. **GoodInfo Server Software.** Shall mean (i) the object code form of the specific program modules, feature sets or features of the GoodInfo Server Software described in the Documentation to be installed on CUSTOMER's server, (ii) enhancements thereto and (iii) and the applicable Documentation.

II. GOOD SOFTWARE LICENSE RIGHTS

- A. **License Grant.** Cingular grants to CUSTOMER for each Customer Account a license to use the Good Software pursuant to the terms and conditions of the Good Software Licenses included in the Documentation.

IV. CUSTOMER ACCOUNT PRICING

A. **Monthly Subscription Charges Per Customer Account**

CUSTOMER shall choose from one of the Price Plans listed below for each Customer Account. CUSTOMER shall be charged for characters used by each Customer Account in excess of the Monthly Allowance at the Overage Rate set forth below. No Activation fees apply.

Customer Accounts shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans.

The following chart sets forth Cingular's current Rate Plans. The Rate Plans are subject to change during the term of this Agreement and any new Rate Plans will be receive the discounts set forth above.

Rate Plan	Monthly Allowance Per Company Account**	Overage Rate Per Character*	Monthly Charge Per Company Account
Xpress with Mail GoodLink 1MB	1 MB	\$0.00015	\$34.99
Xpress Mail with GoodLink 3 MB	3 MB	\$0.00005	\$49.99
Xpress Mail with GoodLink Unlimited	Unlimited	N/A	\$59.99
Xpress Mail with GoodLink and IM Plus 1 MB	1 MB	\$0.00015	\$34.99
Xpress Mail with GoodLink and IM Plus 3 MB	3 MB	\$0.00005	\$49.99
Xpress Mail with GoodLink and IM Plus Unlimited	Unlimited	N/A	\$59.99

*“Overage” shall mean the number of characters used by a Customer Account in excess of the Monthly Allowance.

**“KB” shall mean one Kilobyte, which is defined as 1,000 (one thousand) characters. “MB” shall mean 1,000 (one thousand) Kilobytes.

B. Charges Not Included in Monthly Charge Per Customer Account

The Monthly Charge per Customer Account includes airtime usage only. CUSTOMER also shall be charged for additional items at the prices set forth in the other Sections of this Exhibit.

C. Mobile-to-Mobile Charges

A message transmitted between two Customer Accounts requires two transmissions and the number of Characters contained in each of the messages will be billed to each of the sending and receiving Customer Accounts.

D. GoodInfo Charges

Characters used will be deducted from the Subscriber’s Monthly Allowance.

E. Other Applications

CUSTOMER agrees that the Price Plans set forth in this Exhibit are based on CUSTOMER using the Handheld solely for Xpress Mail with GoodLink or Xpress Mail with GoodLink and IM Plus. CUSTOMER agrees that CINGULAR has the right, but not the obligation, to terminate Service to any Customer Account for inappropriate use or use of an unapproved application. Cingular may increase the charges payable by CUSTOMER for CUSTOMER’s use of the Handheld with any other approved application or use. Any increase in the charges will be priced on an individual case basis.

F. Purchased Handhelds (subject to availability)

RIM Inter@ctive™ Handheld 950 (4 meg.), refurbished, with Synch Kit	\$149.00
RIM Inter@ctive™ Handheld 957 with Synch Kit	\$349.00
G100 Handheld	\$349.00

G. Loss Protection (a Third Party Service available for RIM 950 Handhelds only)

\$3.95 per month, per Handheld

H. Software

Customer Accounts shall receive a **ten percent (10%) discount** off the following Software prices:

GoodLink Server Software License Fee, v2.0
(or the latest version at the Cingular then-current published price) \$2,000.00

GoodLink Users Licenses
per single user license \$80.00
per Pack of 10 (ten) user licenses \$650.00
per Pack of 100 (one hundred) user licenses \$4,999.00

GoodLink Server Software Maintenance Fee \$450.00
Annual fee covers upgrades to the GoodLink
Server Software

GoodLink User License Fee, per user license \$9.00
Annual fee covers upgrades to the GoodLink
Handheld Software

GoodInfo Server Software Fee currently is waived

The GoodLink Maintenance Fee includes 24x7 phone and email customer support for up to 4 named I.T. administrators and software upgrades to GoodLink Server Software and GoodLink Applications Software made available for one (1) year.

Exhibit 6
RIM Software and Equipment – Terms, Conditions and Pricing

In addition to the terms and conditions in the Agreement, the following terms and condition are applicable to the provision of data Services and are incorporated as if set forth in full in the Agreement:

I. CUSTOMER ACCOUNT PRICING - MOBITEK

A. Activation Fees

Activation Fee for Canadian Cross Border Roaming \$25.00

B. Monthly Subscription Charges Per Customer Account

CUSTOMER shall choose from one of the Price Plans listed below in Table 1, for each Customer Account. CUSTOMER shall be charged for characters used by each Customer Account in excess of the Monthly Allowance at the Overage Rate set forth below.

Customer Accounts shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans.

TABLE 1

Rate Plan	Monthly Allowance Per Company Account**	Overage Rate Per Character*	Monthly Charge Per Company Account
Xpress Mail with Blackberry 1MB	1 MB	\$0.00015	\$34.99
Xpress Mail with Blackberry 3 MB	3 MB	\$0.00005	\$49.99
Xpress Mail with Blackberry Unlimited	Unlimited	N/A	\$59.99
Xpress Mail with Blackberry and IM Plus 1 MB	1 MB	\$0.00015	\$34.99
Xpress Mail with Blackberry and IM Plus 3 MB	3 MB	\$0.00005	\$49.99
Xpress Mail with Blackberry and IM Plus Unlimited	Unlimited	N/A	\$59.99

*"Overage" shall mean the number of characters used by a Customer Account in excess of the Monthly Allowance.

**"KB" shall mean one Kilobyte, which is defined as 1,000 (one thousand) characters. "MB" shall mean 1,000 (one thousand) Kilobytes.

C. Charges Not Included in Monthly Charge Per Customer Account

The Monthly Charge per Customer Account includes airtime usage only. CUSTOMER also shall be charged for additional items at the prices set forth in the other Sections of this Exhibit.

D. Mobile-to-Mobile Charges

A message transmitted between two Customer Accounts requires two transmissions and the number of Characters contained in each of the messages will be billed to each of the sending and receiving Customer Accounts.

E. Other Applications

CUSTOMER agrees that the Price Plans set forth in this Exhibit are based on CUSTOMER using the Equipment solely for Xpress Mail with BlackBerry or Xpress Mail with BlackBerry and IM

PLUS. CUSTOMER agrees that CINGULAR has the right, but not the obligation, to terminate Service to any Customer Account for inappropriate use or use of an unapproved application. Cingular may increase the charges payable by CUSTOMER for CUSTOMER's use of the Handheld with any other approved application or use. Any increase in the charges will be priced on an individual case basis.

F. Purchased Equipment (subject to availability)

RIM Inter@ctive™ Handheld 950 (4 meg.), refurbished, with Synch Kit	\$149.00
RIM Inter@ctive™ Handheld 957 with Synch Kit	\$349.00
PIM Synchronization Kit	\$24.95

G. Loss Protection (a Third Party Service available for RIM 950 Handhelds only)
\$3.95 per month, per Handheld

H. Canadian Cross Border Roaming (a Third Party Service, requires Interactive Messaging PLUS)
\$25.00 per month plus usage, per Customer Account

I. Personal Message Manager Options (a Third Party Service, requires Interactive Messaging PLUS)

Message Via Operator:	\$0.50 per 80 character message
Corporate Toll Free Service:	\$7.50 Corporate Number/Data Base per month \$2.50 per Customer Account/per month \$0.50 per 80 character message
One Connect Service:	\$8.95 per Customer Account per month \$0.50 per 80 character message \$0.25 per minute voice mail, call connect, out dialing and fax receipt capabilities.

Usage required to deliver messages and notifications to the Handheld in connection with the above-referenced services shall be billed in accordance with the Rate Plan selected.

J. Text to Voice and Fax (Requires Interactive Messaging PLUS)

Text-to-Voice:	\$0.25 per minute
Fax Send:	\$0.25 per minute

Usage required to deliver messages and notifications to the Handheld in connection with the above-referenced services shall be billed in accordance with the Rate Plan selected.

II. CUSTOMER ACCOUNT PRICING - GPRS

A. Monthly Subscription Charges Per Customer Account - GPRS

CUSTOMER shall choose from one of the Price Plans listed below in Table 2, for each Customer Account. CUSTOMER shall be charged for characters used by each Customer Account in excess of the Monthly Allowance at the Overage Rate set forth below.

Customer Accounts shall receive a **ten percent (10%) discount** off the Monthly Charge per Customer Account on all Rate Plans.

TABLE 2

Rate Plan	Monthly Allowance Per Company Account	Overage Rate*	Roaming Rate	Monthly Charge Per Company Account
Xpress Mail with BlackBerry “\$0.45/minute voice”***	3 MB	\$0.01 per kb	\$0.01 per kb	\$34.99++
Xpress Mail with Blackberry “\$0.45/minute voice”***	Unlimited	N/A	\$0.01 per kb	\$49.99++
Xpress Mail with BlackBerry “Add to Voice”***	3 MB	\$0.01 per kb	\$0.01 per kb	\$29.99+
Xpress Mail with Blackberry “Add to Voice”***	Unlimited	N/A	\$0.01 per kb	\$49.99+

*“KB” shall mean one Kilobyte, which is defined as 1,024 (one thousand) bytes. “MB” shall mean 1,000 (one thousand) Kilobytes.

**Service includes data and voice, all voice usage will be billed at \$0.45 per minute.

***GPRS data features must be combined with a new or existing GSM voice rate plan.

Unlimited data applies to GPRS data used only in the Home or Local market.

+Requires subscription to a GSM voice rate plan of \$19.99 or more per month.

++May require stand alone activation fee.

B. Purchased Equipment (subject to availability)

Customer will receive a \$130.00 towards the non-promotional retail price of RIM Blackberry GPRS Equipment. If the non-promotional retail price is less than \$130, Customer is not entitled to any cash or credit back.

C. Charges Not Included in Monthly Charge Per Customer Account

Voice calls, Text Messaging and circuit switched data services will be billed per the GSM voice rate plan that Customer Account selects to add the GPRS feature to.

III. SOFTWARE

A. Software for Microsoft Exchange Servers

Customer Accounts shall receive a **ten percent (10%) discount** off the following Software prices:

Additional Software	Price
BlackBerry Enterprise Server (BES) and Client Access Licenses (CAL):	
BES, Exchange 3.6, includes 20 Client Access Licenses	\$4,999.00
CAL-1, Single Client Access License authorizes one additional user to connect to the BES	\$80.00
CAL-10 pack, allows ten additional users to connect to the BES	\$650.00
CAL-100 pack, allows one hundred additional users to connect to the BES	\$4,999.00
Key – Additional Service Key for BES 3.6	\$799.00
BlackBerry Enterprise Server for Small/Medium Business Edition (SMBE) and CALs:	
BES, Exchange 3.6 for SMBE, includes 5 CALs	\$999.00
CAL-5 pack for SMBE, 5 additional CALs for SMBE, maximum of 10 additional CALs permitted with SMBE BES.	\$999.00

SMBE upgrade to full BES functionality, available only after the purchase of one or two CAL-5 packs for SMBE.	\$2999.00
Software upgrades:	
BES Software Upgrade Program (SUP) - provides minor and major upgrades for one year via internet download. Covers one BES and 20 CALs	\$450.00
BES, Exchange 3.6 upgrade, CD-ROM and documentation for SUP subscribers. Covers one BES and 20 CALs.	\$50.00
BES, Exchange 3.6 upgrade, one-time upgrade for customers that do not subscribe to the SUP. Covers one BES and 20 CALs.	\$2,999.00
SUP for one CAL for one year	\$9.00
SUP for ten CALs for one year	\$75.00

Exhibit 8
Cingular's One Source E-Billing
Consolidated Billing Services

1. The One Source E-Billing consolidated billing services (“One Source”) and products set forth in this Exhibit are available only to the extent CUSTOMER maintains a minimum commitment of One Hundred (100) voice Customer Accounts and 100% of CUSTOMER’s Equipment activated under the Agreement resides in CINGULAR Market Areas. One Source is available only for voice or data services on Cingular’s TDMA, GSM and GPRS networks but does not include data on Cingular’s Mobitex network.
2. CINGULAR shall provide CUSTOMER with consolidated billing services and products (“One Source Package”) at no charge. There are two formats of One Source available to CUSTOMER – Online and CD.

One Source Online provides the CUSTOMER with an email notification each month that the CUSTOMER’s billing information is online and can be viewed via a website. One Source Online provides access to primary authorized “Super Users” who can enroll multiple other “Super Users” and individual “End Users” to access billing data via One Source Online.

One Source CD provides CUSTOMER with the billing information on CD. One Source CD provides up to two (2) CDs containing consolidated billing information to be used for reporting purposes. CDs shall be shipped at no cost to CUSTOMER.

Additionally, the One Source Package for both One Source Online and CD contain the following:

- a. One monthly paper invoice with remit requirements for all consolidated billing.
- b. Corporate hierarchy information which may include the following levels:
 - Level 1 (CUSTOMER defined)
 - Level 2 (CUSTOMER defined)
 - Level 3 (CUSTOMER defined)
 - Mobile Number (user name, employee ID)

In the event that a mobile number appears on CUSTOMER’s One Source application that was previously unidentified as a valid new mobile number and which cannot be confirmed as a valid new mobile number after initial research, CINGULAR will implement the following procedure to resolve:

- Contact CUSTOMER for authorization of mobile number. If the mobile number is not authorized by CUSTOMER, it will be “hotlined” (no incoming or outbound calls – user automatically routed to Customer Care for resolution of problem) and any charges associated with that device will be credited to CUSTOMER.
 - If CUSTOMER does not respond to request for authorization within five (5) business days, the device will be “hotlined” pending resolution.
 - If mobile number is hotlined and there is no resolution within thirty (30) business days after such hotline, the mobile number will be deactivated.
- c. The following standard reports:
 - Invoice by mobile number
 - Memo bill by mobile number
 - Memo bill by division
 - Segment summary
 - Sub-Account summary
 - Invoice summary

- Remittance
 - Equipment summary
- d. Query wizard on allows CUSTOMER to customize reports.
 - e. Export utility so that CUSTOMER may export tables for into other applications such as Excel and Access.
3. Upon request of CUSTOMER, CINGULAR can provide the following products and services at the charges set forth below (applicable taxes and shipping charges will be added to the charges set forth below):
 - a. Additional CDs containing consolidated billing information at \$25 per CD, plus applicable shipping charges.
 - b. Printed reports at \$.25 per printed page, plus applicable shipping charges.
 - c. Market paper shall not be provided if CUSTOMER pays for all charges at the same time via the One Source CD version. Provision of such market paper invoices shall be subject to the fee set forth above in subparagraph b.
 4. CUSTOMER understands and acknowledges, if they have been receiving Services from CINGULAR prior to the Agreement, that there will be a transition period wherein CUSTOMER will continue to receive billing as previously provided. Additionally, CINGULAR will be responsible only for billing numbers that have been submitted by CUSTOMER on or before the transition period. Any numbers will be excluded from the Agreement unless written notification is given to CINGULAR after above-mentioned date.
 5. Payment of consolidated invoices shall be in the form of one check. Payment of consolidated invoices in any other form such as credit card, P-card, Diners Club or ACH may be subject to a fee and will require prior approval. CINGULAR may interrupt service if an invoice becomes more than 120 days past-due.