SUBJECT: PIGGYBACK STATE OF FL CONTRACT #DMS-10/11-008A – AT&T- FOR CELL PHONES AND DATA SERVICES

BID #: PSC-0122-17 **OPEN DATE: 03/30/2017**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: APRIL 1, 2017 THROUGH DECEMBER 31, 2021

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FL CONTRACT #DMS-10/11-008A – AT&T- FOR CELL PHONES AND DATA SERVICES

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the State of Florida Contract #DMS-10/11-008A between the State of Florida and AT&T Mobility National Accounts LLC., d/b/a AT&T Mobility, for Mobile Communications Services for Wireless Cell Phones, Smartphones and Data Device Services. The period of service will be from April 1, 2017 through December 31, 2021. The total contract expenditure requested for this period not-to-exceed $239,872.00.

Funding to be encumbered by account AFIT531CSCS-04105, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Risk Management Insurance Approval, State of Florida Contract Documents

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
CHELSEY RENFROE GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information and Technologies Division, CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

March 21, 2017

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Division Chief/CIO, ITD

FROM: Michael Rooney, Network & Telecom Infrastructure Manager, ITD

SUBJECT: Utilize AT&T State of Florida Mobile Contract – Recommendation Memo

---

ITD Management respectfully submits to the Procurement Division for review and approval to piggyback on the State of Florida Department of Management Services – Contract# DMS-10/11-008A AT&T Mobility National Accounts LLC D/B/A: AT&T Mobility.

The State of Florida Department of Management Services – Contract# DMS-10/11-008A AT&T Mobility National Accounts LLC D/B/A: AT&T Mobility is effective from January 11, 2017 until January 10, 2022.

Coverage Periods	Estimated Expenses
April 1, 2017 – March 31, 2018 - COJ	$50,500
April 1, 2018 – March 31, 2019 - COJ	$50,500
April 1, 2019 – March 31, 2020 - COJ	$50,500
April 1, 2020 – March 31, 2021 - COJ	$50,500
April 1, 2021 – December 31, 2021 - COJ	$37,872
Total Award Not To Exceed	***$239,872.00***

ITD Management recommends executing the Mobile Communications Services Agreement for Wireless Cell Phones, Smartphones and Data device services for the City of Jacksonville to the State of Florida Department of Management Services – Contract# DMS-10/11-008A AT&T Mobility National Accounts LLC D/B/A: AT&T Mobility for the period of coverage beginning April 1, 2017 through December 31, 2021.

The maximum indebtedness on this award shall be $239,872.00

ITD's funding source for this award is AFIT531CSCS – 04105

Your favorable consideration of our request is greatly appreciated.

CC: Tom Ossi, Technology Contract and Records Manager
CC: Robert Gray, Infrastructure Manager, ITD

APPROVED
By Ann Willis at 5:03 pm, Mar 08, 2017

ACORD®

CE

DATE (MM/DD/YYYY)
03/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101
Attn: ATT.CertRequest@marsh.com

018566-GAW-CRT-16-17 X X Wadley

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AT&T Corp.
One AT&T Plaza
208 South Akard Street,
Room 1830.06
Dallas, TX 75202

COVERAGES **CERTIFICATE NUMBER:** CHI-006864443-03 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 307524	06/01/2016	06/01/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 307523	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			MWZX 307525 (MI) See Attached	06/01/2016	06/01/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 307526 00	06/01/2016	06/01/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 307527 (OH-WA) See Second Page	06/01/2016	06/01/2017	EL Each Accident / EL Disease	1,000,000
							EL Disease-Policy Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jacksonville, its members, officials, officers, employees and agents is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER
City of Jacksonville
Attn: Information Technologies Division
214 N Hogan 9th Fl St
Jacksonville, FL 32202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: 018566
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 307527 (OH-WA)
Self-Insured Retentions
OH & WA - $500,000,000 (except Terrorism)
OH & WA - $600,000,000 Terrorism

****

Excess Automobile Liability - MWZX 307525 (MI)
Combined Single Limit - $1,000,000
Self-Insured Retention - $1,000,000

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U-40A

ENDORSEMENT

Additional Premium:

Return Premium:

This endorsement, effective 03/03/17 forms a part of Policy No. MWTB 307523

policy effective date 06/01/16 expiration date 06/01/17 issued to AT&T Inc.

by **OLD REPUBLIC INSURANCE COMPANY**, Greensburg, Pennsylvania

It is hereby understood and agreed that form PIL 028 05 10, Designated Entity - Notice of Cancellation Provided by Us, is added to the policy as respects City of Jacksonville.

Endorsement # 7

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This Endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Secretary

President

Countersigned at Brookfield, WI this 6th day of March 20 17

Authorized Representative.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

City of Jacksonville

Address:

Attn: Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

U-40A

ENDORSEMENT

Additional Premium:

Return Premium:

This endorsement, effective 03/03/17 forms a part of Policy No. MWZY 307524

policy effective date 06/01/16 expiration date 06/01/17 issued to AT&T Inc.

by **OLD REPUBLIC INSURANCE COMPANY**, Greensburg, Pennsylvania

It is hereby understood and agreed that form PIL 028 05 10, Designated Entity - Notice of Cancellation Provided by Us, is added to the policy as respects City of Jacksonville.

Endorsement # 17

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This Endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Secretary

President

Countersigned at Brookfield, WI this 6th day of March 20 17

Authorized Representative

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

City of Jacksonville

Address:

Attn: Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

Policy Number
MWC 307526 00

ENDORSEMENT

OLD REPUBLIC INSURANCE COMPANY

Insured Name AT&T SERVICES, INC. Policy Effective Date: 06-01-2016
12:01 A.M., Standard Time

Agent Name MARSH USA, INC. Agent No. 739

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE FOLLOWING FORM(S) HAS BEEN AMENDED:
PC 009 05-10 DESIGNATED ENTITY-NOTICE OF CANCELATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The Information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date: 03-03-17 , this endorsement forms part of Policy Number MWC 307526 00

Insured Name: AT&T SERVICES, INC. TO BE ADJUSTED
Policy Effective Date: 06-01-2016 AT TIME OF AUDIT

NCCI Carrier Code: 11509

Endorsement No: 012

INSURED COPY

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancelation: 30

Person or Organization:
CITY OF JACKSONVILLE

Address:
ATTN: INFORMATION TECHNOLOGIES DIVISION
214 N. HOGAN STREET, 9TH FLOOR
JACKSONVILLE, FL 32202

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancelation in the schedule above, we will mail notice of cancelation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancelation in the schedule above before the effective date of cancelation.

Renfroe, Chelsey

From: Rooney, Michael
Sent: Thursday, March 23, 2017 9:27 AM
To: Renfroe, Chelsey
Cc: Ossi, Thomas
Subject: FW: City of Jacksonville Certificate [CertID:CHI-6864443]
Attachments: ATT - APPROVED COI.pdf; FY2017 NASPO Piggyback Indemnification and Insurance Requirements.docx

FYI...

-----Original Message-----
From: Willis, Ann
Sent: Wednesday, March 8, 2017 5:09 PM
To: Ossi, Thomas
Cc: Rooney, Michael
Subject: RE: City of Jacksonville Certificate [CertID:CHI-6864443]

Tom,

The attached approved COI and Indemnification & Insurance Requirements Exhibit will need to be attached to and become a part of the contract that is issued by OGC.

Risk Management has concluded our review unless further assistance is required.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator Risk Management Division Department of Finance City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

-----Original Message-----
From: Ossi, Thomas
Sent: Wednesday, March 08, 2017 4:03 PM
To: Willis, Ann
Cc: Rooney, Michael
Subject: FW: City of Jacksonville Certificate [CertID:CHI-6864443]
Importance: High

Hi Ann,

EXHIBIT A
INDEMNIFICATION

Service Provider shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Service Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Service Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Service Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Service Provider's Insurance Primary. The insurance provided by the Service Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Service Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Service Provider's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Service Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Service Provider shall relieve Service Provider of Service Provider's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Service Provider shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Service Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Service Provider, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Service Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Service Provider shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Service Provider.

RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

MOBILE COMMUNICATION SERVICES

AT&T CONTRACT

CONTRACT NO.: DMS-10/11-008A

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MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department"), and AT&T Mobility National Accounts LLC D/B/A: AT&T Mobility , a Delaware corporation with its principal place of business at 1025 Lenox Park Blvd NE, Atlanta, GA 30319 ("Service Provider").

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate No.: DMS-10/11-008 ("ITN"), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, pursuant to the ITN, the Department has awarded a contract to Service Provider based on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

Contract 1.0 - DEFINITIONS

1.01 Acceptance
Means for purposes of Equipment provided under this Agreement, the date upon which Equipment is received by the Department or End User.

1.02 Business Day
Means Monday through Friday, excluding State observed holidays.

1.03 Business Hours
Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.04 Department
Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.05 End User(s) also referred herein as CRU
Means the individuals using the wireless telecommunications services set forth in Exhibit 1 – Technical Requirements.

1.06 Equipment
Means the wireless receiving and transmitting equipment, Device or SIM (Subscriber Identity Module) Card that Service Provider has authorized to be programmed with a Number or Identifier, and any accessories.

1.07 Events of Default

Means (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.08 ITN

Means the Department's Invitation to Negotiate identified in the recitals above.

1.09 Service(s)

Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in Exhibit 1 (Technical Requirements), (ii) the operational services specified in Exhibit 2 (Business Process and Operations), and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.10 Service Account

Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or Device serial number.

1.11 Service Provider

Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.12 State

Means the State of Florida.

1.13 SUNCOM Client(s)

Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

2.01 Initial Term

The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date , unless sooner terminated in accordance with the provisions herein.

2.02 Renewal Term

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 6 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 Termination By the Department for Convenience

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits. Service Provider shall be paid for all charges incurred up to the date of termination.

2.04 Termination By Service Provider for Unforeseen Circumstances

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the event of a termination pursuant to this Section 2.04, Service Provider shall not be entitled to recover any cancellation charges or lost profits. Service Provider shall be paid for all charges incurred up to the date of termination.

2.05 Termination for Cause

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate.

2.06 Termination in Accordance with Section 15.01

Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder. By executing this Agreement the Department warrants that the Department has funds appropriated and available to pay all amounts due thereunder through the end of the Department's current fiscal period. If the Department terminates an Agreement under this Section the Department agrees it will pay all amounts due for Services incurred through date of termination.

2.07 Transition and Transition Services

Service Provider will have a period of eight (8) months from the date of execution of this Agreement, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in **Exhibit 2**, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, **for only the Transition Period**, the operational terms and conditions and rates contained in the earlier agreement between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-011 (MA4300), will apply to the provisioning of wireless data services. Those operational terms and conditions and rates are hereby incorporated into this Agreement as **Exhibit 6**.

Upon any termination of this Agreement, the parties shall develop a mutually agreeable plan which will (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

2.08 Contract Documents

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Contract shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

A. Any Amendments to the Contract.

B. Contract and **Exhibits 1 - 7**.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement. Service Provider may reasonably rely on the authority of any person who executes an order on the Department's behalf. Service is available for purchase only in Service Provider markets, as may be modified by Service Provider from time to time. Service Provider may modify its internal methodologies to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation Service Provider's Services and Equipment, to the extent such modifications do not adversely affect the delivery of Services hereunder. Service Provider does not guarantee the Department uninterrupted Service, subject to the Service Level Agreement (SLA) in **Exhibit 5**. Notwithstanding the provisions in Sections 12 and 13 hereunder, Service Provider and Department acknowledge and agree that Section 365.172 (11), Florida Statutes shall control with respect to Limitation of Liability and Indemnification for E911 and 911 Services accessed pursuant to this Agreement. Service Provider cannot assure Department and End User that if an End User places a 911 call, End User will be located. Service Provider and Department upon mutual agreement may block access to certain categories of numbers (e.g., 976, 900 and international destinations). When outside Service Provider's coverage area, access will be limited to information and applications previously downloaded to or resident on Department and End User devices.

3.02 Reports

The reports referenced in **Exhibit 1** and **Exhibit 2** shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties. If these reports are not submitted in a timely manner, the Department shall seek any remedies it may have under Section 14.

3.03 Discounts

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients and employees. Other terms and conditions of this Agreement do not apply to **Exhibit 7**.

3.04 Customer Care Services

Service Provider's standard customer care resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues.

3.05 No Privity With End Users or SUNCOM Clients

Unless otherwise provided in this Agreement, Service Provider shall not be contractually obligated to the End Users or SUNCOM Clients for the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

3.06 Right to Deactivation of Unused Accounts

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

Contract 4.0 - PRICING

4.01 Rates

The full and complete prices for the Services are set forth on **Exhibit 3 - Price**, attached hereto. The pricing, terms and conditions of the Service as defined in **Exhibit 3** depend upon the plan, feature, promotion or other offer selected when Service is activated or changed.

4.02 Rate Increases

The rates set forth on **Exhibit 3 - Price** may not increase during the Initial Term of this Agreement. Thereafter the parties may upon mutual written agreement increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days' advance written notice of the exact amount of the price increase; and (ii) no more than one price increase may be made in any twelve (12) month period. No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, End Users shall not have the ability to make any calls that will result in international long distance charges. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates.

4.04 Metering of Calls

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or when the End User presses the "END" key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time. Airtime and other measured usage ("chargeable time") is billed in full-minute increments, and actual airtime and usage are rounded up to the next full-minute increment at the end of each call for billing purposes. Service Provider will charge a full minute of airtime usage for every fraction of the last minute of airtime used on each wireless call. Unless otherwise provided in **Exhibit 3 - Price** for a particular plan or feature, minutes will be depleted according to usage in the following order: night and weekend minutes, mobile to mobile minutes, Anytime minutes, and rollover, except that minutes that are part of both a limited package and an unlimited package will not be depleted from the limited package.

4.05 Metering of Data Usage

Data transport is calculated in full-kilobyte increments, and data transport is rounded up to the next full-kilobyte increment at the end of each data session for billing purposes. Service Provider will calculate a full kilobyte of data transport for every fraction of the last kilobyte of data transport used on each data session. Transport is billed either by the kilobyte (KB) or megabyte

(MB). If billed by the MB, the full KB's calculated for each data session during the billing period are totaled and rounded up to next full MB increment to determine billing. If billed by KB, the full KBs calculated for each data session during the billing period are totaled to determine billing. Network Overhead, software update requests, email notifications and resend requests caused by network errors can increase measured kilobytes. The Department is responsible for all Wireless Data Service usage sent through Service Provider's wireless network and associated with Equipment. If the Department or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Usage on networks not owned by Service Provider is limited as provided in the Department's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on Service Provider's wireless network and the wireless networks of other companies with which Service Provider has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client's Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price).**

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

SUNCOM Clients and End Users shall be responsible for obtaining the Equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such Equipment.

5.02 Network Compatibility

The parties will cooperate to ensure that any Equipment used by End Users in connection with Service meets industry standards and any other reasonable requirements of Service Provider. Service Provider may deactivate service to any Equipment used by an End User that does not meet such requirements or which is otherwise causing network interference. To the extent practicable, Service Provider will advise the Department and the SUNCOM Clients in advance of such deactivations.

5.03 Equipment Sales by Service Provider

Pursuant to this Agreement, Service Provider agrees to offer Equipment (including accessories) to SUNCOM Clients on the following basis:

(i) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Price.**

(ii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.

(iii) Cancellation Fees: Any applicable term commitments or early cancellation fees will be the responsibility of the Department.

(iv) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all Equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.

(v) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

(vi) U.S. Export Control: The Department is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with the Department's Equipment.

5.04 Equipment Lists and Catalogs

The parties will cooperate in updating the Equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e., prior to the effective date) of any Equipment included in the lists and catalogs which will be discontinued. Service Provider shall make reasonable efforts to notify the Department as requested.

5.05 Reports of End User Equipment

To Be Provided To The Department. Service Provider will provide the Department with monthly reports as described in **Exhibit 2 – Business Process and Operation**.

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 – Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

6.02 Escalation Requirements

Service Provider's escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in Service Provider's escalation chain.

AT&T Mobility - Sales Escalation List

Name	Title	Email	Phone
Jimmy Gwynn	Government Account Manager	jg123r@att.com	(850) 228-3565
Danny Thomas	Sales Manager	dt8011@att.com	(850) 216-3553
Rusty Rhodes	Executive Sales Director	rr1722@att.com	(407) 245-2100
John Stuhrenburg	Vice President Government Education East	js5021@att.com	(404) 927-7020

6.03 Authorized Representatives

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6 and any other Service orders, including those which involve the activation, change, or discontinuance of Service. The notice of appointment, and the authority of the representative, shall remain effective until the notice is canceled or amended by the party for which such representative is acting.

The Department's authorized representatives are as follows:

A. Contract Administrator

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Contract, and will serve as the liaison with the Contractor's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM
Purchasing Analyst
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 380.9z
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

B. Contract Manager

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Contractor to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162
E-mail: jonathan.rakestraw@dms.myflorida.com

C. SUNCOM Product Manager

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 125J
Tallahassee, Florida 32399-0950
Telephone: (850) 413-0319
E-mail: raghib.qureshi@dms.myflorida.com

Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2 – Business Process and Operation** attached to this Agreement.

7.02 Payment of Charges

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

7.03 Transaction Fee

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT'S VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

7.04 Taxes ; Regulatory Surcharges

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Service Provider or for any taxes levied on employees' wages.

The Department agrees to pay the following charge:

(i) **Federal Universal Services Fund Surcharge** (does not apply to data plans, texting/messaging plans or internet services)

(ii) Intrastate Rate = 4.2942% (applies to intrastate charges such as the monthly voice plan and to international roaming voice charges)

(iii) Interstate Rate = 14.9% (applies to interstate & international toll charges)

The Department understands and agrees that state and federal universal service fees whether or not assessed directly upon the Department may be increased/decreased based upon the government's calculations.

7.05 Disputed Charges

Disputed charges shall be handled in the manner set forth in **Exhibit 2 – Business Process and Operation** and pursuant to Section 215.422, Florida Statutes, and Rule 60FF-2, Florida Administrative Code. The Department will have 180 days to reply to Service Provider on any disputed charges. AT&T requires two billing cycles to resolve disputed charges and respond to the Department with the results of the resolution.

7.06 Proration of Charges

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

7.07 Charges Resulting from Lost or Stolen Devices

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable. If the Department advises that service should be suspended, the Department is liable for the Monthly Recurring Charge (MRC). If the Department advises that service should be cancelled, charges will be pro-rated for the monthly charges.

7.08 Right of Offset

The Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

8.02 Responsibility for Actions or Omissions

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and **Exhibit 1 – Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the

Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

8.03 Responsibility for Agents

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

8.04 No Rights to Service Provider's Facilities or Intellectual Property

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

8.05 Use of Software

The pre-installed/embedded software, interfaces, documentation, data, and content provided on any device purchased and designed for use exclusively on Service Provider's system as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by Service Provider (hereinafter "Software") is licensed, not sold, to the Department by Service Provider and/or its licensors/suppliers for use only on such device. For the avoidance of doubt, Software does not include any Service Provider or third-party software sold separately to the Department by Service Provider. The Department and End Users are not permitted to use the Software in any manner not authorized by this License. The Department and End Users may not (and agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. The Department and End Users may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. The Department and End Users agree the Software contains proprietary content and information owned by Service Provider and/or its licensors/suppliers. Service Provider and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. The Department acknowledges that Service Provider's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

8.06 Software or Applications

Any Software or application licensed separately by Service Provider or its third party supplier to the Department and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such Software or application, notwithstanding Section 15.17. Title to such Software or application remains with Service Provider or its supplier.

8.07 Notice to End Users and SUNCOM Clients

The parties will cooperate in advising each End User and SUNCOM Client of the following:

(i) The availability of the Service is not assured at all times or places;
(ii) The privacy of the Service is not assured at all times or places;
(iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
(iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or

SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

(v) Service Providers directory assistance service (411) may use the location of Equipment to deliver relevant customized 411 information based upon an End User's request for a listing or other 411 service. The Department understands, and will advise all of its CRUs, that by using this directory assistance service, the CRU is consenting to Service Providers use of the CRU's location information for such purpose.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website. The Parties shall mutually develop the appropriate language to be placed on the website.

8.08 Protection of Service Provider Marks

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

8.09 Intellectual Property

The Department will respect the intellectual property rights of Service Provider, Service Provider's third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by Service Provider or accessed through Service Provider's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. The RIM and BlackBerry families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited - used by permission. Good, the Good logo and GoodLink are trademarks of Good Technology, Inc., in the United States and/or other countries. Good Technology, Inc., and its products and services are not related to, sponsored by or affiliated with Research In Motion Limited. All other marks contained herein are the property of their respective owners and all rights are reserved. AT&T and AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. Apple iPhone: TM and © 2010 Apple Inc. All rights reserved. Apple is a trademark of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc.

Contract 9.0 - SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature.

9.02 Planned outages

To the extent practicable, the Service Provider shall send a popup, text message, or other type communication which informs the Department of the anticipated outage date, time, and duration

9.03 Department Test Accounts

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

9.04 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

9.05 Security Service

Provider does not guarantee security with respect to wireless transmissions or the Equipment provided hereunder. If End Users use Equipment to access email or information, it is the Department's responsibility to ensure that such use complies with the Department's internal IT and security procedures.

9.06 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

9.07 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in sections 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the

provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

9.08 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to terminate such Service to the End User immediately. In those instances, the Department shall have no liability for abuse or fraudulent use charges incurred after Service Provider's suspicion occurred. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of termination of Service.

10.02 Minimize Abuse

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

10.03 Suspected Abuse or Fraudulent

If Service Provider gives the Department notice of suspected abuse or fraudulent use prior to termination of Service, the Department shall be liable for all abuse or fraudulent charges, costs or damages incurred more than twenty-four (24) hours (or such shorter period as Service Provider specified) after Service Provider provides such notice, unless the Department has instructed Service Provider in writing to terminate Service within twenty-four (24) hours (or such shorter period as Service Provider specifies) of receiving Service Provider notice.

10.04 Fraudulent Use of Services

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section2.05.

10.05 Damages Resulting From Any Unauthorized Use

Any charges, costs or damages resulting from any unauthorized use of Service that were not caused by the actions or inactions of the Department, or an End User shall be the liability of Service Provider.

10.06 Interrupt or Terminate Service

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

Contract 11.0 - NO WARRANTIES

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF WHATSOEVER NATURE RELATING TO THE SERVICE, SOFTWARE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

Contract 12.0 - LIMITATIONS OF LIABILITY

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS, FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE GUARANTEED.

SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO $1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.9 (COMPLIANCE WITH LAWS) OR 15.10 (E-RATE) OF THIS AGREEMENT.

Contract 13.0 - INDEMNIFICATION

13.01 Indemnification

Service Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to the a breach of this Agreement by Service Provider. However, the foregoing shall not apply for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, a SUNCOM Client or an End User.

13.02 Conditions to Indemnification

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at Service Provider's sole expense, and (iii) reasonable assistance in defending the action at Service Provider's sole expense. Service Provider shall not be liable for any settlement or compromise made by the State, the Department, a SUNCOM Client or any End User in any legal action without Service Provider's prior written consent, which shall not be unreasonably withheld.

Contract 14.0 - DISPUTES

A. For other than billing disputes, prior to the initiation of any action or proceeding under this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiations between their respective representatives having decision-making authority. If the designated representatives cannot resolve the dispute, then the dispute shall be escalated to the Director of the Division of Telecommunications and the Service Provider's Sales Manager, for their review and resolution. If the dispute is not resolved at that level, the dispute shall then be escalated to the Secretary of Department and the Service Provider Executive Sales Director, for their review and resolution. If the dispute cannot be so resolved, then either Party may initiate formal proceedings; however, formal proceedings may not be commenced until the earlier of:

1. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or
2. thirty (30) days after the initial request to negotiate such dispute; or
3. thirty (30) days before the statute of limitations governing any cause of action relating to such dispute would expire.

B. If the dispute cannot be resolved in the manner described in Section XIV (a) above the dispute shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

Contract 15.0 - MISCELLANEOUS

15.01 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

15.02 Waiver

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. No claimed waiver by Service Provider of any rights, remedies or options will be binding unless the same is in a writing signed by Service Provider.

15.03 Public Records

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

15.04 Contractual Obligations

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

15.05 No Subcontracting

The Service Provider may not subcontract any of the Services without the Department's prior written consent, which consent shall not be unreasonably withheld. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

15.06 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

(a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.03 above).

(b) If to Service Provider: notice shall be sent to the Government Account Manager and the Sales Manager (see Section 6.02 above).

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

15.07 Force Majeure

Each party's performance under this Agreement shall be excused if such nonperformance is due to labor difficulties, governmental orders, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the party's reasonable control.

15.08 Ethical Responsibilities

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing.

15.09 Compliance With Laws

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes.

15.10 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual

Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's actions, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's actions, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A.

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-

Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part..

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph 1. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of the Business Process and Operations **Exhibit 2.**

15.11 Advertising

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

15.12 Assignment

The Department may, without Service Provider's consent but upon notice to Service Provider, assign in whole or relevant part its rights and obligations under this Agreement to another government agency lawfully authorized by the State of Florida to procure telecommunications services. Service Provider may, without the Department's consent but upon notice, assign in whole or relevant part its rights and obligations under this Agreement to an affiliate of Service Provider. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

15.13 Employees, Subcontractors, and Agents

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. The State may conduct, and Service Provider shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

15.14 Governmental Restrictions

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

15.15 Lobbying and Integrity

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility.

Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

15.16 Warranty of Ability to Perform

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. To the best of Service Provider's knowledge, the Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

15.17 Modification of Terms

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2 – Business Process and Operations** and no early cancellation fees shall apply.

15.18 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

15.19 Execution in Counterparts

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.20 Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

15.21 Third Party Beneficiaries

Except as otherwise stated herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

15.22 Remedies

Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.

15.23 Acceptable Use; Restrictions Regarding Service

All use of Service Provider's wireless network and Service is governed by Service Provider's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by Service Provider. Service Provider can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information. Service Provider's Account Team will provide notice to Department of any changes to Service Provider's AUP Policy.

15.24 Scrutinized Companies List

In executing this contract, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes., Service Provider agrees the Department may immediately terminate this contract for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

15.25 *FHP and Associated or Similar Number

Service Provider will allow the Department, SUNCOM Clients, and its End Users in Florida to dial *FHP and other associated or similar numbers at no additional charge.

15.26 Inspection and Acceptance

Matters of inspection and acceptance are addressed in Section 215.422, Florida Statutes. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Packing Slip or other method of documentation which accompanies delivery of Equipment; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Packing Slip or other method and damage inspection report.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

John P. Miles, Secretary

1/11/12
Date

Approved as to form and legality by the Department's Office of the General Counsel

1/11/12
Date

AT&T

Marcellus Brooks
Signature

Marcellus Brooks
Print Name

January 11, 2012
Date

EXHIBIT 1 – TECHNICAL REQUIREMENTS

Exhibit 1.0 Technical Requirements

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1.01 Voice Services

The Wireless Voice Service shall use digital technology as the primary communication mode. The grade of service with respect to circuit quality, reliability, security, call completion, and time of access shall be equal to or exceed that provided to other commercial subscribers within the wireless voice services system's published service area. The service shall include:

(a.) Unrestricted full duplex mobile-to-mobile and mobile-to-landline (PSTN) communications;
(b.) Half-duplex push-to-talk (PTT) communications, optional;
(c.) Florida, Statewide roaming at no charge;
(d.) Nationwide calling (no domestic long distance);
(e.) No answer/busy transfer to voicemail; call forwarding; call waiting; and three-way calling;
(f.) Voice mail;
(g.) Caller ID and caller ID block;
(h.) Messaging (MMS and SMS text messaging).

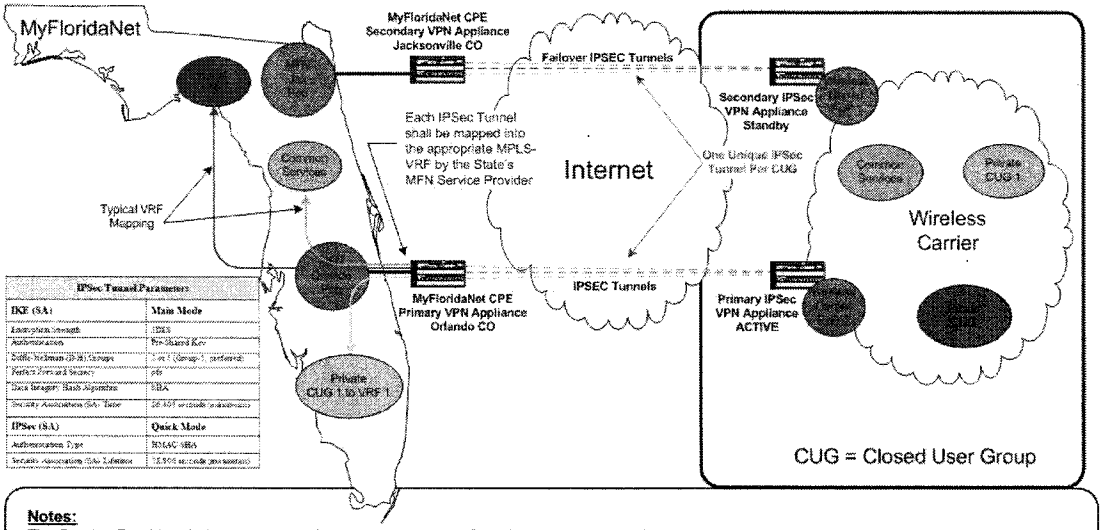
By default, international calling shall be disabled, hence DMS shall not be charged for any incurred international charges unless DMS issues an order to enable international calling.

1.02 Cellular Wireless Data Services Overview

The Wireless Data Service component shall provide non-proprietary wireless TCP/IP data communications terminating on the MyFloridaNet (MFN). Closed user groups shall be created and maintained by the Service Provider within their network designed in such a manner to isolate closed user group's member IP traffic from all other IP traffic. The end-user's wireless data transmission device shall be provisioned to continuously operate within the appropriate closed user group by the Service Provider's mechanism.

The Service Provider shall provide redundancy (auto-failover) between the MFN primary **Network-to-Network Interface** (NNI) node (Orlando, Florida) and the MFN secondary NNI node (Jacksonville, Florida). The Service Provider NNI network devices (i.e. IPSec VPN appliances etc.) shall be configured, by the Service Provider, to monitor IP network connectivity between the Service Provider and the MFN facility. In the event of an IP connectivity failure at the Service Provider's primary site and the applicable MFN node facility, the Service Provider's network shall auto-failover to their secondary facility and start routing end-user wireless data traffic to the applicable MFN node facility within five-hundred (500) seconds measured from the failure occurrence time.

IPSec Internet Based NNI for Wireless Data Connectivity



IPSec Tunnel Parameters	
IKE (SA)	Main Mode
[illegible]	[illegible]
Authentication	Pre-Shared Key
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
IPSec (SA)	Quick Mode
Authentication Type	HMAC-SHA
[illegible]	[illegible]

Notes:

The Service Provider shall provide an IPSec appliance at two of the Service Provider's facilities, geographically separated, which shall be utilized for a primary and secondary (redundant) Internet based IPSec NNI connection to MFN. The Service Provider shall designate one site as the primary and the other site as the secondary for failover. The Service Provider's secondary IPSec appliance shall at all times be configured to provide full failover for their primary IPSec appliance in the event of a primary failure. Likewise, the Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance.

In cooperation with the MFN contractor, the Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic. Each unique IPSec tunnel shall be configured to terminate on the primary MFN IPSec appliance and configured to failover to the MFN secondary VPN appliance as required. The State shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnels (primary and secondary failover) one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance tunnel termination. Other details shall be provided during the negotiation sessions and/or as required.

Closed user group IP traffic shall be routed to the MFN via the Internet utilizing IPSec tunnels in cooperation with DMS and the MFN contractor. The Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) shall be mutually agreed upon by DMS and the Service Provider. Each closed user group's network identifier shall correlate to a unique IPSec tunnel. DMS shall provide the MFN IPSec tunnel termination IP addresses, IPSec pre-shared authentication keys, and tunnel configuration parameters for each IPSec tunnel. All communications regarding IP addresses, IPSec authentication keys, and tunnel configuration parameters shall be conducted in a mutually agreed upon secure manner. At no time shall this type information be transmitted in clear text across any non-secured (public) IP network.

The Service Provider shall configure each unique IPSec tunnel to terminate on the primary MFN IPSec appliance and also configure the tunnel to failover to the MFN secondary IPSec appliance. The state shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnel (primary and secondary failover) (i.e. one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance failover tunnel termination). DMS shall require the Service Provider furnish (at minimum) two publically routable IP addresses for the Service Provider's NNI IPSec appliances (one IP address for the primary and one IP address for the secondary).

Each wireless data transmission device that traverses the IPSec NNI shall have a state provided IP address configured within the wireless connectivity modem or device (smartphone, handheld computer, laptop, etc). Using the provided IP address, the Service Provider shall statically or

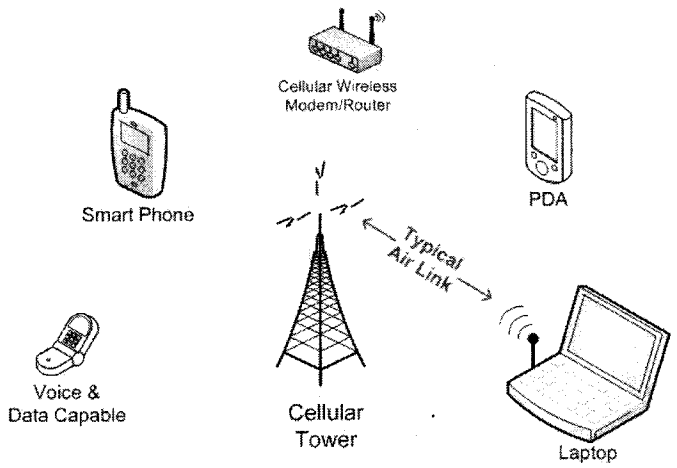
dynamically assign each device contained within a unique closed user group a permanently associated IP address. The Service Provider shall accommodate both public and private IP address space furnished by DMS. Each unique closed user group shall be configured within the Service Provider's IP network to utilize the applicable IP addresses as provided. At the MFN ingress point, each unique closed user group's IP traffic shall be logically mapped into the appropriate MFN MPLS VRF by the MFN contractor at the direction of DMS. Creations and/or modifications (adds, moves, or changes) within a closed user group's configuration shall not be made unless directed by DMS via the electronic service order process.

The Service Provider shall also adhere to the terms and provisions as set forth in Chapters 60FF-1, 60FF-2 and 60FF-3, Florida Administrative Code while delivering/providing the Services under this contract. (See https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff).

AT&T shall create and maintain a custom Access Point Name (APN) for each closed user group. The APN shall be designed and configured so to isolate one closed user group's IP traffic from all other. Each custom APN shall correlate to a unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF.

1.03 Transmitted Data Security

All transmit data shall be secured between the wireless transmission end-user device and Service Provider's transmission antenna/tower (i.e. the air link) (see illustration below). Encryption across the air link is not required as long as the transmission scheme or algorithm secures the data equivalent to IPSec 56-bit encryption strength. No wireless communication transmission shall be permitted under this contract that does not meet this minimum data transmission security requirement.

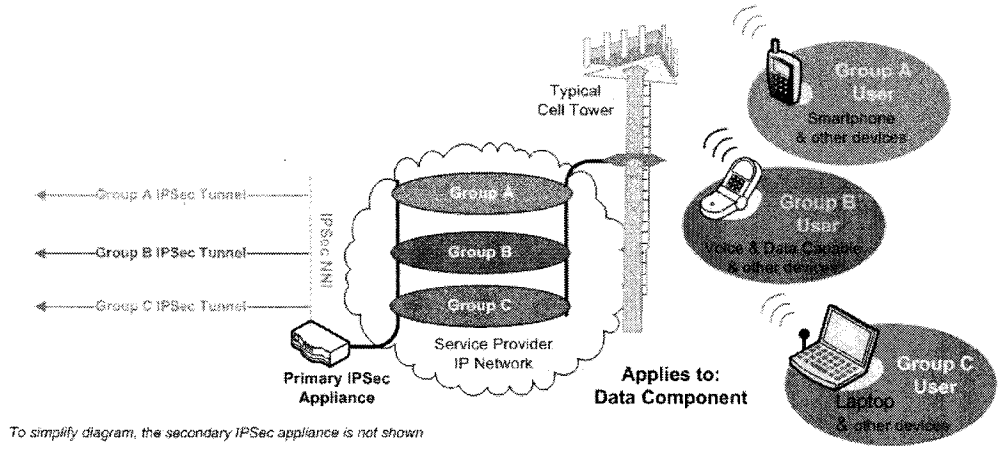


1.04 Closed User Group

Applicable to all customers routed to MFN via the IPSec NNI or utilizing an "Entity Specific Circuit***" , it is required that all end-user IP traffic be segregated into individual closed user groups while within the Service Provider's wireless and routed IP network. Each closed user group's IP traffic shall not be IP accessible to other user groups within the Service Provider's wireless and IP networks. DMS considers a virtual circuit, VLANs, or MPLS VRFs acceptable closed user group configurations; however, other isolation schemes are acceptable as long as the scheme provides equivalent isolation as referenced above. Each end-user's device shall be placed in the appropriate closed user group, by the Service Provider. The issued DMS electronic service order shall specify the closed user group a particular user shall be placed within. As required,

DMS and/or the customer (SUNCOM Eligible User) shall be allowed to have multiple segregated closed user groups configured within the Service Provider's network.

**** In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks.*



At all points between the mobile device and the Service Provider's NNI IPSec appliance the end-user's IP traffic shall be isolated from all other IP traffic within the Service Provider's network. There shall be no "backdoor" or alternate paths into (or out of) this isolated environment which could allow access from any other entity or mobile device. Unless otherwise directed by DMS, there shall be no IP communications permitted between closed user groups within the Service Provider's network.

1.05 State Provided IP addresses (public and private)

The state shall be allowed to use state or customer owned publically routable IP address space as well as private IP address space in accordance with RFC 1918 on the Service Provider's network. It is understood by DMS and the Service Provider, the private IP address space allocated to the State of Florida by the Service Provider shall be mutually agreed upon by both parties. A mutually agreed upon private IP address allocation block assignment (or other agreed upon method) shall be accomplished within sixty (60) days from the contract execution date.

<u>Note:</u> Not all RFC 1918 private IP address space is available for use on the MFN network.

The DMS electronic service order shall provide the Service Provider with the IP address (or range of addresses) that shall be associated (or used) with a particular device or closed user group. Each state provided IP address shall be assigned by the Service Provider **<u>permanently</u>** to a unique (one) transmission device for the life of the service. The issued DMS electronic service order shall specify the necessary IP address space to accommodate the user (or users) assigned to a particular closed user group. DMS will transmit the specific IP address to use for each mobile device through the electronic order. The Service Provider shall assign the IP-address to each mobile device and electronically update the DMS electronic service order system with the IP address assigned (as a check) before the order is closed-out. The DMS electronic service order system shall maintain a correlated record of each closed user group, the associated wireless devices, each device's electronic identifier(s), and the correlated IP address assigned to each device within each user group.

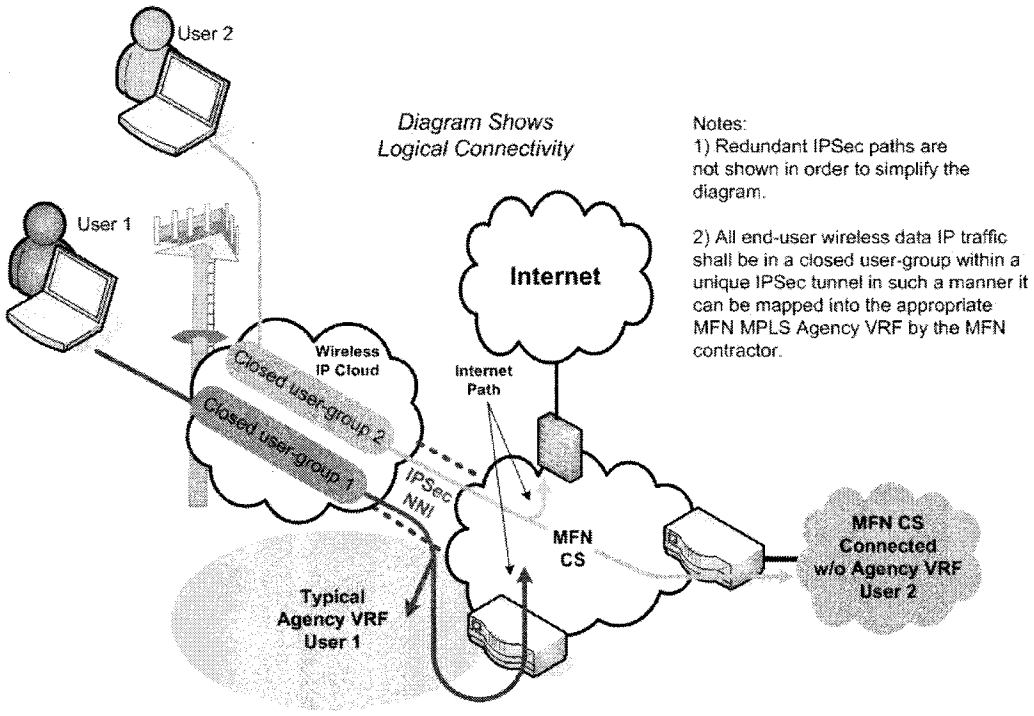
Static IP addressing is acceptable as long as the IP address is coded (hard or electronically) within the transmission device permanently. An IP address dynamically assigned to the transmission device is acceptable as long as the IP address remains persistent to that particular mobile device. The dynamic IP address assignment mechanism shall persistently assign the same IP address to the same mobile device from an IP address pool assigned to a particular closed user group. IP addresses shall remain as provisioned by the DMS electronic service order until a change is submitted by the DMS electronic service order to the Service Provider.

1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private)

DMS shall provide the Service Provider the applicable IP address space required for each closed user group's wireless users. The Service Provider shall route state agency and SUNCOM eligible customers (connected to MFN) wireless data traffic to MFN across the Internet utilizing the IPSec NNI tunnels (i.e. one unique IPSec tunnel per user group). Applicable Internet access shall be accomplished through MFN using this IP addressing and routing scheme.

Note:

Neither DMS nor the Service Provider shall facilitate Internet connectivity for customers that own public IP address space but require private IP address space to be used for their wireless data users. If private IP address space is utilized by the customer, Internet connectivity shall be the responsibility of the customer using a customer controlled mechanism such as a NAT function, Internet proxy, or other customer controlled solution.



All DMS/SUNCOM IP traffic shall be isolated throughout the Service Provider wireless and IP routed networks. DMS shall have and maintain control related to setting security policies on MFN access and its Intranet traffic as well as NNI IPSec tunnel configuration parameters.

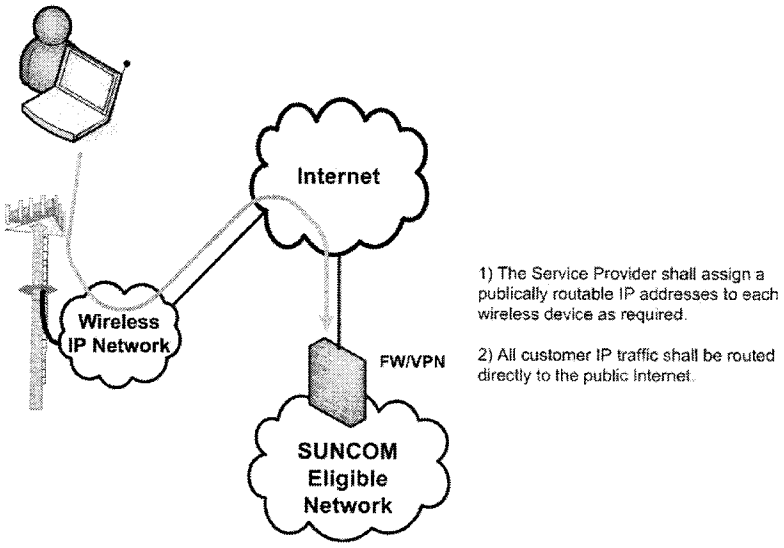
State Agencies and Non-State SUNCOM eligible entities connected to MFN shall use this method to access their network via MFN and the Internet.

1.06 Service Provider Furnished Publically Routable IP Address Space

The Service Provider shall furnish publically routable IP address space for customers that require their end-user wireless data IP traffic to be routed directly to the Internet by the Service Provider.

1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public)

Available to Non-State SUNCOM eligible entities that are not connected to MFN, the customer (SUNCOM eligible entity) shall have the option of having their end-user wireless IP traffic routed directly to the Internet by the Service Provider. The Service Provider shall provide the appropriate publically routable IP address space as required to support this option.



The Service Provider shall provision and route all the end-users wireless data IP traffic directly to the Internet. This transport option shall facilitate encrypted VPN traffic for customers using a remote-access VPN concentrator to access their IP network, or facilitate Internet connectivity to web-servers or web-based applications.

The Service Provider shall **not** be required to create closed user groups for customers that require the Service Provider to route their wireless end-users IP traffic directly to the Internet. Also under this option, the Service Provider shall **not** be required to persistently assign the same IP address to a unique wireless device.

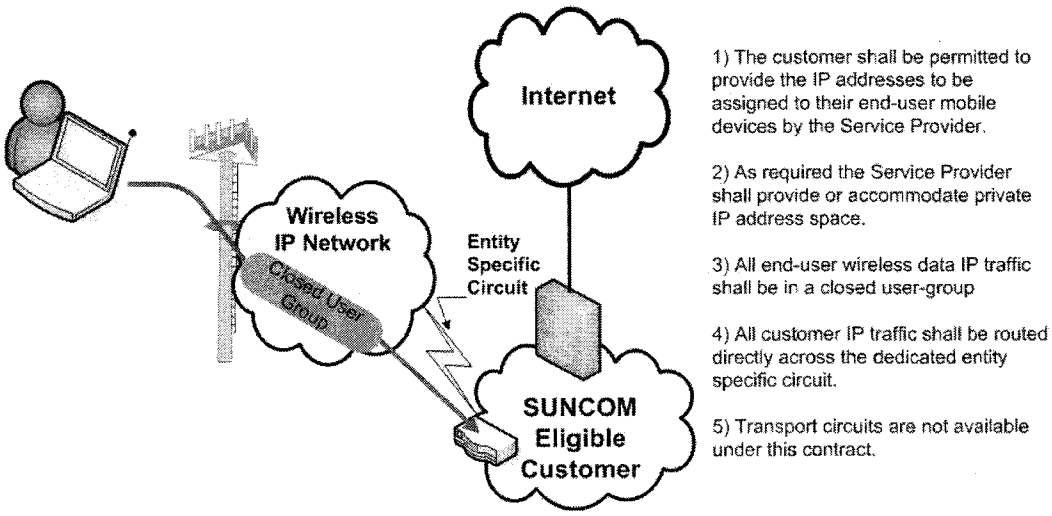
Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" from DMS. The

Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct Internet routing provided using this exemption so that the direct Internet connectivity can be documented as a non-security issue or risk.*

1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme.

In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks. The customer (SUNCOM eligible entity) shall have the option to route their end-user wireless IP traffic directly to their network by the Service Provider via a dedicated transport circuit. The Service Provider shall provide the appropriate private IP address space as required, or shall allow the customer to provide the applicable IP address space (public) that shall be utilized by the Service Provider to address their wireless devices provided in the service order. The customer may use private IP address space provided by DMS which shall be in accordance with the private IP address allocation block mutually agreed upon (or other agreed upon method) by DMS and the Service Provider.



Applicable to Non-State SUNCOM eligible entities not connected to MFN: The Entity Specific Circuit's associated cost shall be billed directly to the SUNCOM eligible entity by the circuit provider. Entity Specific Circuits are out of the scope of this contract and shall not involve DMS in the ordering, billing, provisioning, payment, network support, or other thereof.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" to use a filtered MFN extranet connection from DMS terminating at the Tampa MFN facility. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify*

DMS of any direct connection made using this exemption so that the connection can be documented as a non-security issue or risk.

1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance

The Service Provider shall provide a primary (active) IPSec VPN appliance and Internet connectivity for that appliance at the Service Provider's facility. The initial IPSec VPN appliance shall be upgraded if the encrypted throughput reaches eighty-percent (80%) of the IPSec appliance's rated capacity or if the CPU utilization reaches eighty-percent (80%) of rated capacity or if the port throughput speed reaches eighty-percent (80%) of rated capacity. The available Internet bandwidth shall be increased by a minimum of twenty percent (20%) within ninety (90) days if the utilization reaches eighty-percent (80%) of capacity and maintained over any five minute period. DMS shall have "READ-ONLY" access to the primary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics. The primary (active) NNI IPSec VPN appliance hardware and software configurations shall be at all times identical to that of the secondary (standby) NNI IPSec VPN appliance.

The Service Provider's IPSec appliances (both primary and secondary) shall support the following IPSec parameters:

IPSec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	Pfs
Data Integrity Hash Algorithm	SHA
IPSec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1000 (minimum)

The Service Provider's secondary (standby) IPSec VPN appliance shall at all times be configured to provide full failover for their primary IPSec VPN appliance so that IP connectivity to MFN is maintained in the event of a Service Provider's primary failure. The Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails and vice versa. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance. Likewise, DMS shall provision the MFN primary and secondary VPN appliances to redirect all IPSec traffic to the Service Provider's secondary VPN appliance in the event the Service Provider's primary VPN

appliance fails and vice versa. The BGP routing protocol (and other mutually agreed upon mechanisms) shall be used to monitor, trigger, and measure any failover event. DMS shall monitor the primary and secondary IPSec VPN appliances via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

DMS shall deliver to the Service Provider the required IPSec tunnel configuration parameters for each closed user group's IPSec NNI tunnel. The Service Provider shall adhere to the provided configuration parameters while provisioning their IPSec VPN appliances.

1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance

The Service Provider's secondary IPSec VPN appliance, the appliance's available Internet bandwidth capacity, operational software image, and programmable configuration shall at all times be identical (or equivalent) to that of their primary IPSec VPN appliance. At all times the secondary IPSec appliance shall be configured to provide full automatic failover for the Service Provider's primary IPSec VPN appliance. Any failover event shall be achieved within five-hundred (500) seconds. DMS shall have "READ-ONLY" access to the Service Provider's secondary NNI IPSec VPN appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to the VPN appliance to monitor its performance parameters. The Service Provider's secondary NNI VPN IPSec appliance hardware platform and configuration shall be at all times identical (or equivalent) to that of their primary NNI IPSec VPN appliance. DMS shall monitor the Service Provider's secondary IPSec appliance via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

1.09 Wireless Cellular Router or WWAN Cellular Modem

The acronym "WCR" shall be used to denote the "Wireless Cellular Router or WWAN Router or WWAN Cellular Modem".

The Service Provider shall make available under the contract a WCR. The WCR shall be used by SUNCOM Clients as an alternative transport to MFN and for other transport applications. The WCR shall be used in redundancy, mission critical (emergency), disaster recovery, and MFN mobility applications as defined below but shall not be limited to those listed. The Service Provider shall denote the recommended number of simultaneous users that each offered WCR can support. The WCR shall conform to all requirements contained herein unless otherwise noted:

a. Network / Transport Protocol TCP/IP, UDP/IP
b. 1 Network port (IEEE 802.11b,g Compliant)
c. WWAN Cellular Transmission Modem with Antenna
d. DHCP support, NAT support, VPN pass-through, Access Control List (ACL)
e. WCR Management Web GUI (HTTP) or CLI
f. Power Supply
g. Status Indicators- LINK, Link Activity, Power
h. Switched 4 Ethernet LAN ports, (IEEE 802.11b,g Compliant)
i. WI-FI transmission Radio-Ethernet (WI-FI Certified) with antenna
j. Program user access features and authentication method
k. Encryption Algorithm

The Service Provider shall provide all applicable WCR software and firmware for each device offered under the contract. The Service Provider shall provide to DMS a link to the WCR manufacturer's website where customers can download current software updates/releases, and software version release notes. As required, the Service Provider shall work with the customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under the contract shall be certified (or tested) by the Service Provider to operate with the performance parameters claimed by the manufacturer on the Service Provider's network. Any device that does not meet the manufacturer's and/or the Service Provider's performance claims shall not be offered under the contract.

AT&T shall follow their certification process to ensure proper device performance and an acceptable user experience on their network. By certifying WCR devices, the integrity of the network (reliability and performance) is protected for all AT&T wireless network users. Our Specialty Vertical Devices are ordered through our partner CNM. CNM is an AT&T master OEM dealer specializing in providing non-stocked devices to AT&T customers.

Once a device is ordered, AT&T shall work with CNM either over the phone, or through a dedicated ordering portal to place the order. CNM will then confirm the order with AT&T to validate SKUs and pricing. Once validated CNM will then ship the device with warrantee return instructions to the SUNCOM Client. In addition, the Department will receive the wireless bill from AT&T including the one-time hardware charge.

1.10 Emergency Operations

The Service Provider shall upon notification from the State of Florida Emergency Operations Center (EOC), Emergency Support Function (2) (ESF-2), provide wireless phones, data modems, and service airtime during declarations via "Executive Order" (federal, state and local) disaster operations and disaster recovery. The Service Provider shall deliver to ESF-2 the specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving the ESF-2 request. Alternatively, the Service Provider shall use commercially reasonable efforts to deliver the devices to any accessible (officially ordered safe to enter) location within the Service Provider's service area as directed by ESF-2. All costs associated with the delivery of these services will be in accordance with Exhibit 3 ("Pricing").

1.11 Additional Security Features

In addition to the security requirement listed herein, the Service Provider shall provide additional security features designed into their integrated solution which blocks unauthorized access into the State's Intranet via the NNI and potential IP attacks. The additional security features shall be consistent with established DMS rules.

Inclusive to the service is secure tunneling, however all connections can easily traverse private MPLS infrastructure, with no exposure to the Internet. Most mobile devices will be using "private" RFC 1918 IP addressing, which cannot be routed over the Internet, assuring additional protection.

All over-the-air traffic is fully encrypted according to the 3GPP standards and all custom APN traffic is carried over dedicated VLANs for each customer within the AT&T Mobility core network.

1.12 Grade of Service

The grade of the Wireless Data Service provided by the Service Provider with respect to circuit quality, reliability, security, modem connection setup, and layer-3 routing propagation time, at a minimum, shall be equal to or exceed that provided to other commercial subscribers within the Service Provider's wireless data network.

AT&T has established certain service level objectives for AT&T's wireless GSM/GPRS/EDGE and 3G networks, as set forth in the table below. All measurements with respect to each network metric below are based on the national overall monthly performance of the applicable AT&T-owned wireless network (i.e., excluding microcells and all roaming providers' networks) and are not based on or specific to (i) End-users' use of such wireless network or (ii) a specific AT&T market. DMS acknowledges and agrees: (a) The Wireless SLAs constitute overall network performance targets; and (b) End-users may not experience such service levels even if they are achieved. (c) End-users' individual network experiences may differ from AT&T's actual network performance results due to Customer-specific situations and conditions.

AT&T Service Level Objectives	
Network Metrics	Wireless SLAs
Voice Accessibility	≥98%
Voice Retainability	≥98%
Data Accessibility	≥97%
EDGE Latency	≤450 milliseconds
EDGE Downlink Throughput	≥78 Kbps
HSPA Latency	≤240 milliseconds
HSDPA Throughput	≥700 Kbps
HSUPA Throughput	≥500 Kbps
SMS Delivery	≥97% within 2 minutes
Voicemail MWI Delivery	≥95% within 20 seconds

Description of Metrics;

Voice Accessibility: Voice Accessibility is measured as the ratio of total voice call connections successfully established on AT&T's GSM and/or 3G network(s) over total number of voice call attempts detected by such networks during a calendar month, excluding weekends and public holidays.

Voice Retainability: Voice Retainability is measured as the ratio of total successfully established voice calls on AT&T's GSM and/or 3G network(s) that are successfully retained (i.e., are not dropped prematurely) over total number of successfully established voice calls on such networks during a calendar month, excluding weekends and public holidays. A voice call is considered successfully retained if the wireless connection is maintained until terminated by either party.

Data Accessibility: Data Accessibility is measured as the ratio of total data sessions successfully established on AT&T's GSM and/or 3G network(s) over total number of data session attempts detected by such networks during a calendar month, excluding weekends and public holidays.

EDGE Latency: EDGE Latency is measured as the average round trip time for a packet of data to travel from an EDGE capable device to a server beyond the AT&T network, excluding the public Internet. The measurement is derived over a calendar month from EDGE testing devices geographically dispersed across AT&T's GSM/GPRS/EDGE network.

EDGE Downlink Throughput: EDGE Downlink Throughput means the harmonic mean data transfer speed experienced when downloading packet data to an EDGE capable device. The measurement is based on all EDGE data sessions detected by the AT&T GSM/GPRS/EDGE network over a calendar month.

HSPA Latency: HSPA Latency is measured as the average round trip time for a packet of data to travel from an HSPA capable device to a public server. The measurement is derived over a calendar month from HSPA testing devices geographically dispersed across AT&T's 3G network.

HSDPA Throughput: HSDPA Throughput means the harmonic mean data transfer speed measured with HSDPA capable devices when downloading packet data from a public server. The measurement is derived over a calendar month from HSDPA testing devices geographically dispersed across AT&T's 3G network.

HSUPA Throughput: HSUPA Throughput means the harmonic mean data transfer speed measured with HSUPA capable devices when uploading packet data to a public server. The measurement is derived over a calendar month from HSUPA testing devices geographically dispersed across AT&T's 3G network.

SMS Delivery: SMS Delivery is measured as the ratio of total SMS text messages that are successfully transmitted by a wireless device and delivered to the intended SMS recipient within 2 minutes over the total number of SMS text messages delivery attempts. The measurement is derived over a calendar month from GSM testing devices geographically dispersed across AT&T's GSM/GPRS/EDGE network.

Voicemail MWI Delivery: Voicemail MWI Delivery is measured as the ratio of total MWI notifications successfully delivered to the AT&T wireless voicemail recipient within 20 seconds after successful deposit of a voicemail message over the total number of MWI notification delivery attempts. The measurement is based on a calendar month from GSM testing devices geographically dispersed across AT&T's GSM/GPRS/EDGE network.

Additional Definitions: The following additional terms used in this section have the meanings set forth below:

(a) 3G means 3rd Generation and refers to AT&T's UMTS/HSPA network.

(b) EDGE means Enhanced Data rates for Global Evolution (or GSM Evolution), which is a 2.5 Generation (2.5G) high-speed digital data service provided by cellular carriers worldwide that use the GSM technology.

(c) GPRS means General Packet Radio Service, which is a digital wireless data technology used by cellular carriers using GSM.

(d) GSM means Global System for Mobile Communication, which is a digital cellular technology standard used in the wireless transmission of voice and data. GSM is the world's most popular wireless phone technology.

(e) HSDPA means High-Speed Downlink Packet Access.

(f) HSPA means High-Speed Packet Access, which is the technology used to handle data transmissions on AT&T's 3G network and which consists of both HSDPA (for the downlink) and HSUPA (for the uplink).

(g) HSUPA means High-Speed Uplink Packet Access.

(h) MWI means Message Waiting Indicator, which is a wireless device feature that displays the number of messages that have been received in a user's voice mailbox.

(i) SMS means Short Messaging Service, which is a wireless phone feature that allows the user to transmit and receive data messages of a limited size across two endpoints of a cellular network.

(j) UMTS means Universal Mobile Telecommunications System, which is the 3GPP version of 3G technology. UMTS carries the voice portion of a call on AT&T's 3G network (while the HSPA component of AT&T's 3G network handles data transmissions).

Quarterly Performance Report(s): AT&T shall provide DMS with quarterly performance reports showing the actual performance results for the network metrics identified in the Table above for the months in the previous quarter. Such quarterly reports shall be made available electronically to DMS via its customized AT&T Premier Enterprise web portal through which DMS and its authorized CRUs place orders and manage wireless service accounts in accordance with the contract. Thereafter, reports will be made available via Premier forty five (45) days after the end of each calendar quarter.

Note: *With the exception of SLAs listed within the SLA matrix contained within Exhibit 5, in no event shall the failure to meet the stated service level objectives contained within this section subject AT&T Wireless to any penalties or damages of any kind.*

1.13 Wireless Data User Authentication

The Service Provider shall implement a wireless data end-user authentication process that shall associate the SUNCOM end-user to a particular wireless device. The IP address assigned to that device shall be persistent to that device for the contract life of the device or until changed by a DMS electronic service order. The Service Provider shall maintain physical, electronic, and procedural safeguards to protect the security of their internal systems as well as the MFN network. The Service Provider shall secure DMS/SUNCOM information by, employing strong user authentication technology to make certain that only authorized devices connect to the Service Provider's wireless network and the MFN network. Also, the Service Provider shall implement internal and external security procedures to guard their networks and applications against unauthorized access. DMS shall be provided a copy of the Service Provider's associated security procedures upon request.

AT&T shall authenticate user devices via the SIM and the specific APN provisioning for the SIM. Customers can authenticate users via a network connection that is established with the device, or via a customer application on the device.

Each user group will be assigned a custom APN that shall be provisioned on the SIM account and cannot be assigned to any other account without special, specific permission. The IP addressing is done via the APN and is from the IP address pool assigned to that APN.

1.14 Wireless Data User Activity Logging

The Service Provider shall log and archive all user activity routed into MFN. The Service Provider shall include in the log file a unique line entry record for each individual connection a particular wireless data device makes to the cellular network. At a minimum, each line entry shall include the following parameters (in the shown order) for each connection event.

(a.) The actual date and time of connection initiation,

(b.) unique identifier assigned to the connection device, and if different the EID, billing identifier, or other,
(c.) closed user group name (or other) the wireless user is assigned to,
(d.) IP address assigned to the device for connected session,
(e.) total uplink data amount (in bits) transmitted over the connected duration,
(f.) total downlink data amount (in bits) received over the connected duration,
(g.) duration time (in minutes) of the connected session,
(h.) wireless device's associated ten (10) digit phone number,
(i.) account number associated with the transmit/receive wireless device, and
(j.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The Service Provider shall capture the SUNCOM Client activity log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. Each capture of daily SUNCOM Client activity shall be available to DMS for a period of ninety (90) days. Upon specific request, the Service Provider shall provide the log file(s) to DMS within three (3) working days from the request date. Note: DMS prefers the log files be available via a web-server (or other) configured in such a way, DMS can download the log file(s) without requiring any assistance from the Service Provider.

Each daily SUNCOM Client activity log file shall be formatted with a delimit character so that Microsoft® Excel can import each delimited parameter into a separate spreadsheet column without issue, then capable of being sorted by the column.

DMS shall waive (not require) items c, d, and g (in the list above) until the Service Provider elects to enable that capability on their network. Currently, the AT&T network does not have the capabilities to deliver items c, d, and g in the Monthly Data Usage Detail Report.

AT&T shall provide this alternative solution: DMS personnel shall be allowed to log into the Premier eBill system and access the "Monthly Data Usage Detail Report." This report has the following data fields available:

1. Foundation Account
2. Foundation Account Name
3. AT&T Billing Account Number
4. AT&T Billing Account Name
5. Wireless Number
6. User Name
7. Market Cycle End Date
8. Usage Date
9. Usage Time
10. Charge Description
11. Roaming Description
12. In/Out
13. KB Usage
14. KB Usage Charge

These reports/extracts can be scheduled and automatically delivered to the State's Secure FTP server via the configuration of the report in Premier eBill.

Alternatively, instead of SFTP delivery of these CSV or Microsoft Excel detail files, AT&T also has the ability to use EDI for billing data export (see section 5.07.6). Mobility eBill has the ability to generate EDI 811 (X12/V4010/811) documents regarding call detail records and can deliver to OaSIS via:

- AS2
- Connect:Direct
- SFTP

1.15 Text Message Broadcast Services

The text message broadcast service shall have a method (or mechanism) to broadcast messages (via cellular number) to single individuals or a defined group of recipients including cellular numbers not associated with the awarded contract. The service shall include broadcast message scheduling and auto-triggered broadcast messaging based on dates, an event, or other. The broadcast message once initiated shall be delivered to the recipient(s) within five (5) minutes. The broadcast service shall include a management web interface (or GUI) accessible to the agency to manage their broadcast recipients and broadcast message content.

Service Utilization Example:

FDOT is seeking an electronic text messaging mechanism to communicate information to their SunPass customers. They anticipate sending text messages such as individual account status information (e.g. low balance), road conditions, or emergency directions. The defined group of cellular phone numbers receiving the broadcast will be made-up of SunPass customers who use the messaging service.

The proposed text message broadcast system shall be, an enterprise solution, capable of supporting multiple agencies with each agency having the ability of define multiple unique broadcast recipients.

The SUNCOM Client may require an Application Program Interface (API) be developed to provide electronic communication between the broadcast message service servers and the agency application database; therefore, include in the ITN response an hourly rate to develop the API. Be aware each agency shall require a unique API to their application databases.

AT&T shall provide the Global Smart Messaging Suite (GSMS) which fully meets the requirements of this section. This powerful web-based application hosted within the AT&T network is designed to meet large enterprise messaging and communication needs. AT&T Global SMS service enables two-way communication (via SMS and e-mail) between employees and, under DMS's control, opted-in consumer subscribers across most wireless carriers.

The following Global SMS features meet the requirements:

- Two-way, cross-carrier SMS, including mobile-originated text messaging
- SMS reach to subscribers in the U.S., Canada, and select international countries
- Software as a Service (web-based service)
- E-mail messaging
- Enterprise-wide permissions control (hierarchical and multi-workgroup)

- Archiving of all messaging activity
- Reporting and analysis tools
- Tools to integrate with existing messaging systems and applications
- 24/7 technical support provided by AT&T

In addition, AT&T shall, as requested, assist DMS with the development of domestic short codes that can be used for cross-carrier SMS messaging. If desired, the AT&T Global SMS platform can be extended for messaging to employees and consumers worldwide. Administrative controls available to DMS include:

- Define multi-workgroup hierarchy
- Set role-based user permissions
- Control user credits and costs
- Specify applications for users
- View reporting and analysis

The AT&T Global SMS platform can be directly integrated with existing systems, or used as a stand-alone web-based application supporting a wide variety of operations, including:

- Workforce management and communication
- Mobile marketing campaigns via SMS and e-mail
- Mobile commerce
- HR functions including job placement and staffing
- Shift confirmations and staff scheduling
- Reminders
- Voting, polling, surveying, sweepstakes

In addition to the standard GSMS functionality, AT&T can provide advanced application messaging modules:

WebSMS+—Extends the included outbound SMS capability by enabling advanced features such as permission management, reply management, scheduling, and prioritization of messages.

Campaign Manager—Provides DMS the ability to manage opt-in and opt-out permissions for SMS and e-mail bulk messaging. Authorized personnel can deliver bulk SMS and e-mail messages such as emergency alerts to citizens or staff. In addition, users can be polled and responses tabulated to determine the scope of a situation, such as the extent of a power outage.

Inbound and Inbound+—The Inbound application receives SMS messages generated in the field by mobile devices. Incoming messages can be automatically sorted, parsed, and a response is generated to confirm receipt or provide interim instructions. Inbound+ further extends the capabilities of the system by enabling multi-question campaigns, voting, polls, and surveys.

eMailer and eMailer+—Used to complement the basic SMS capabilities of the system, the eMailer application enables e-mail as a multi-modal communication tool. eMailer+ enables advanced e-mail features such as adding attachments, providing user unsubscribe controls, stored templates, destination filtering, and delivery rate control. With these tools, DMS and other user departments can develop libraries of complex, pre-planned, and approved communications that can be sent out as part of community news, disaster instructions, or in response to queries from the public.

Outlook 2007 Plug In—Authorized users can send cross-carrier messages via the AT&T Global Smart Messaging Suite without leaving the Outlook user interface.

Lotus Domino Plug In*—Domino users are able to send cross-carrier messages via the AT&T Global Smart Messaging Suite without leaving the Domino user interface. (NOTE: Domino Admin Center server software must be installed behind Customer's company firewall.)

SalesForce.com Plug In—SalesForce.com plug in extends SalesForce.com to be able to send cross-carrier SMS (domestic and international) via the AT&T Global Smart Messaging Suite without leaving the SF user interface. (Note: SalesForce.com software plug-in must be downloaded from the SalesForce.com application store.)

StaffMatch—Staff Match automates the time-consuming process of contacting staff to fill shifts. With Staff Match, you simply define your shift (date, time, location), the role you need to fill, and any specific qualifications and press send. Staff Match will send an SMS message to all staff in your employee pool that meet the criteria you have selected. Staff simply responds with a 'Y' or an 'N' and the shift is allocated to the first 'Y' responses received and sends an acknowledgement to the successful bidders. Staff Match also advises unsuccessful bidders accordingly.

Reminder—Reminder is an automated SMS appointment-confirmation solution that enables appointment reminders to confirm appointments via SMS, which can help ensure that customers are contacted to reduce failure to attend rates.

StaffSafe—StaffSafe enables enterprise organizations to keep in touch with their field-based workforce. StaffSafe enables the ability to create and schedule staff checks via SMS; confirm status from the field via SMS; escalate when messages are unanswered and provide real-time reporting of employee status. The solution can be integrated into existing workforce management systems for job dispatch and tracking to help ensure a smooth end-to-end process flow.

Mobile Authenticator—Mobile Authenticator provides your employees or customers access to your online services via a 2-factor mobile authentication system. Mobile Authenticator takes advantage of the ubiquity of the mobile phone to deliver a one-time password via SMS, delivering the same benefits as a hardware or software token without all the administrative overhead.

AT&T Global Smart Messaging Suite comes pre-configured with one or more application licenses, including the WebSMS application with features to enable outbound SMS, eMailer+ with features to enable advanced e-mail management, reporter to enable historical and performance reports, as well as the administration and API licenses for setup and integration with existing company systems.

1.16 Messaging Logging Service

All messages (transmit/receive) shall be logged upon the end-user's request (order submittal). The Service Provider shall capture a unique message log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. The Service Provider shall provide the previous month's daily logging files to the end-user within the first ten (10) days of the month by electronic data transfer and electronic storage media (DVD, CD, etc.). It shall be required the logging files be available for a period of sixty (60) days via a web-server configured in such a way, the records can be downloaded without requiring any assistance from the Service Provider. The log file shall be formatted so that the files can be import into an electronic spreadsheet without issue and capable of being sorted by device identifiers, user account number or other identifier as listed below. The log file shall include for each message (at a minimum) the listed identifiers:

(a.) Minimum Identifiers, Content and Network:

(b.) Handheld device identifiers;

(c.) associated user account number;

(d.) message send date/time;

(e.) message receive date/time;

(f.) message content, sent;

(g.) message content, receive;

(h.) wireless network identifier;

(i.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

DMS shall waive (not require) items f, g, and h (in the list above) until the Service Provider elects to enable that capability on their network. Currently, the AT&T network does not have the capabilities to deliver items f, g, and h in the Message Usage Detail Report.

The message log file shall have a unique line entry which contains the listed identifier fields separated by a delimit character such as a comma (,).

AT&T shall provide this alternative solution: DMS personnel shall have the ability to log into Premier eBill system and access the "Monthly Message Usage Detail Report". This report currently provides for items a through e (in the list above). These reports/extracts can be scheduled and automatically delivered to the State's Secure FTP server via the configuration of the report in Premier eBill. Alternatively, instead of SFTP delivery of these CSV or Microsoft Excel detail files, AT&T also has the ability to use EDI for billing data export.

1.17 Geographical Device Tracking Service

The geographical device tracking service shall have a method (or mechanism) to track individual wireless devices within the State of Florida. The device's location shall be tracked utilizing latitude and longitudinal (Lat-Long) coordinates. It is desired the device logging interval be a parameter controlled by the SUNCOM Client but if not possible, the Lat-Long coordinate shall be logged on a defined interval in minutes continuously during designated time periods. The logged information for each individual device shall be electronically stored and maintained by the Service Provider for a period of thirty (30) days. A daily record (electronic file) of all logged devices activity shall be provided to DMS via agreed upon electronic transfer protocol daily and/or upon request.

The geographical device tracking service shall include a management web interface (GUI) accessible to the SUNCOM Client that shows relevant devices' general location in real-time. The web interface shall plot individual device day history locations, and real-time location on an electronic Florida road and county map. The mapping software shall be capable of filtering based on a defined group of devices or a single unit.

The Service Provider shall identify all devices in their product database that support the geographical tracking functionality noting the degree of accuracy for each. Any device not supporting geographical tracking functionality shall be noted on the Service Provider's ordering interface (the tracking feature option shall be disabled for ordering purposes), and the Product Catalog submitted to DMS.

The Service Provider shall not provide the SUNCOM Client with the option to activate geo-tracking services via the Service Provider's ordering interface prior to DMS notifying the Service

Provider the SUNCOM Client has established a geo-tracking billable account. Upon receipt of the DMS notification, the Service Provider shall activate the SUNCOM Client account to allow them to activate geo-tracking for the devices managed under the account. Once tracking has been activated, the Service Provider shall electronically notify the SUNCOM Client via the tracked device that device tracking has been enabled.

The geo-tracking service shall permit SUNCOM Clients to activate (or deactivate) tracking of the subscriber supported device. It is desired that the subscriber shall be able to pick the start and stop times (e.g. starting at 7:00 AM and ending at 6:00 PM to track strictly during the business day) and the frequency of Geotracking sampling. The sample frequency options available to them for collecting the tracking data should include interval ranges of at least fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily.

The Service Provider shall send a real-time notification message to DMS every time the SUNCOM Client activates (or deactivates) geo-tracking on a device. The message will contain the:

(a) SUNCOM Client's account number.

(b) User ID, name, and email address of the person making the change.

(c) Choices made by the SUNCOM Client:

1. Device ID (phone number and data device identifier
2. Start-Stop times
3. Sampling frequency

The Service Provider shall compile all of the location records collected in the previous 24 hours into one file and electronically transfer the file report to DMS daily. Each record will contain the following:

(a) Device ID (phone number or data device identifier)

(b) Twenty-four (24) location history with location (Lat-Long),date and time for each unique sample entry.

As a part of the same transaction, the Service Provider will supply a summary showing how many records are included in the record file. DMS shall verify the number of records equal the summary and ask the Service Provider to resend the batch file or summary if a discrepancy is noted. If a discrepancy is found, DMS shall provide the Service Provider an exception report and shall not pay for records outside of what was requested (i.e. absent of proof and reconciliation).

The regular monthly invoice from Service Provider shall include a charge for all of the tracking records supplied to DMS for the prior month. The tracking data supplied daily shall be used as the invoicing detail (substantiation of the invoice) thus the total charge shall equal the number of valid records (i.e. complete records within the parameters the customer requested) DMS tallied during the month. A compilation of the daily summary amounts is the quantity that shall appear on the vendor invoice.

A third-party solution is acceptable as long as the third party is accountable to the awarded Service Provider and the regular monthly invoice is from the awarded Service Provider and not from the third party vendor. A separate award shall not be made for the geographical device tracking service.

AT&T shall provide the following alternative solution: AT&T LIS (Location Information Services) provides a cross-carrier, geographical device tracking service from LOC-AID Technologies; a Florida-based company. LOC-AID Technologies is a certified location partner of

AT&T. AT&T resells LOC-AID's cross-carrier location services. AT&T customers order, contract with, and are billed by AT&T.

With AT&T LIS, the geo-tracking sampling interval ranges that are currently available are fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily.

For invoicing, LOC-AID bills only for location requests that are successfully delivered to the customer. LOC-AID provides AT&T detailed transaction records for customer billing and auditing purposes.

LOC-AID is a certified mobile partner under the AT&T Mobile Applications program. While LOC-AID is a third-party solution, you will contract, place orders and receive invoices for the service directly from AT&T.

1.18 Wireless Device Apps-Store

The Service Provider shall provide an Apps-Store for wireless handheld device applications. The Apps-Store shall have a web-based interface for wireless device applications development and functionality to disseminate applications to the mobile device. The Apps-Store shall be provisioned with a state accessible and public accessible partition with public access to the state partition restricted. The Apps-Store shall be a turn-key solution with all software, hardware, and data transport links provided and maintained by the Service Provider for the term of the Contract.

AT&T supports "App Store" deployment of mobile applications for Apple, Android, Windows Mobile, and Blackberry. AT&T has wide experience with all of these platforms and extensive back-end experience with the associated transactional engines. Each mobile OS supplier has its own peculiarities, limitations, and laws regarding how applications can be distributed to their respective handsets. AT&T shall work with DMS to enable the appropriate and effective delivery of applications within the capabilities of each OS. As an option, AT&T will work with the State to identify whether utilizing an appropriate Mobile Device Management suite is acceptable to secure sensitive user information and to directly control how devices are configured.

1. Apple iTunes App Store

The Apple iTunes App Store is the only process for distributing public domain applications to Apple devices. Application updates, purchase, download, and distribution is controlled by Apple.

2. Enterprise iTunes

Apple has made provisions for organizations that wish to deploy internal or custom applications on IOS devices. An Enterprise Developer license acquired through Apple would allow DMS to deploy an internal iTunes server that can deliver internally built applications directly through the DMS network. This involves a fairly complex implementation, but would allow for internal applications to be downloaded directly to approved Apple devices. Authorized units must be registered and have the appropriate certificates installed in order to receive an application.

3. Android Marketplace

The Android Marketplace is the "official" location for developers to post their applications and to charge for them using Google Checkout transaction technology. Unlike Apple, Android based phones are completely open in terms of where applications may be acquired including by direct download from third party sites. AT&T can assist DMS in developing a specific store for Android phones similar to those already operated by Amazon, Vodafone, and Appbrain.

4. Blackberry App World

App World is the official site for distribution of Blackberry (BB) applications. Third parties are open to create their own portals or applications allowing discrete downloads of specific applications based on certain criteria. The process for BB is similar to that of Android. AT&T can work with DMS to implement distribution of specific applications for end-users.

Other considerations

AT&T shall work with DMS to develop objectives that address specific considerations in the development of an internal App Store for the State of Florida.

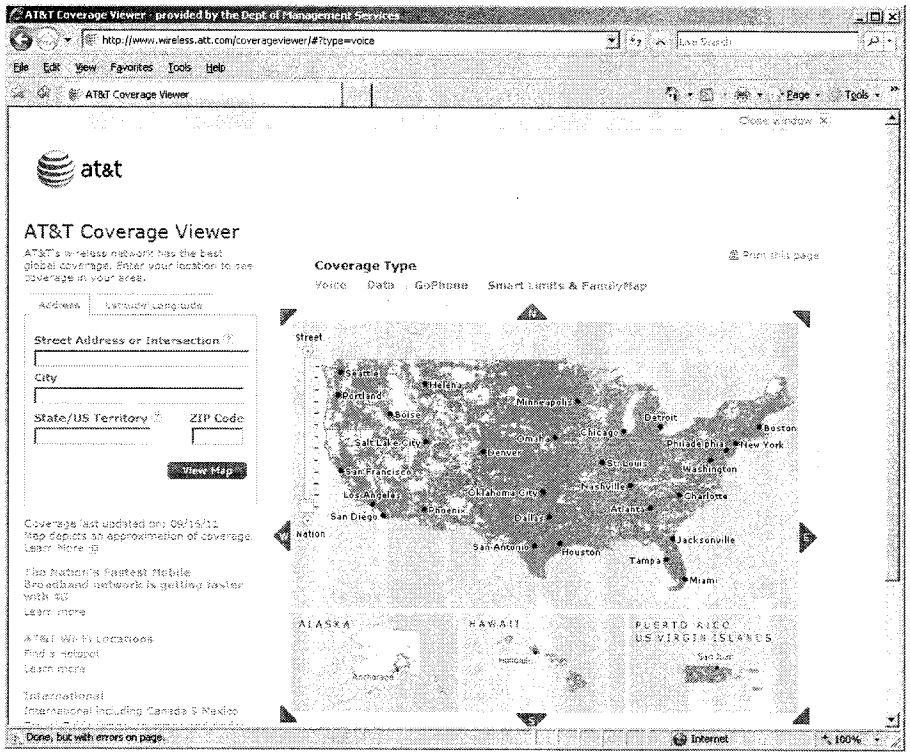
AT&T has the capability and experience to implement the modules necessary for these transactions.

1.19 Coverage Maps (Voice and Data Web GUI)

Within forty-five (45) days from the contract execution, the Service Provider shall complete development and make available a "coverage map" webpage accessible via the wireless cloud and the Internet. The Service Provider shall maintain and update the wireless service webpage as required or directed by DMS at no additional cost. The Service Provider shall furnish a dedicated Internet accessible web GUI application database containing current non-proprietary, coverage maps to validate the counties, or portions thereof, where they have wireless voice and data services operating and providing reliable services, 24x7x365. The outdoor coverage maps should be detailed (marketing maps are not acceptable) and accurately reflect the reliable voice and data service areas. The Service Provider shall provide detailed in-network (no roaming) voice and data services coverage maps for the State of Florida, with a detailed overlay of counties and major highways.

The coverage maps shall include a statewide map and county-by-county maps, sixty seven (67) in total. The map must include a reference to the propagation software used and be in compliance with accepted mapping standards. Detailed engineering propagation maps are not required (at this time). The maps shall differentiate voice and data coverage areas. The Service Provider shall highlight any areas on the coverage maps where roaming charges for voice or data will be incurred. The Service Provider shall include, on the services webpage, a listing of all counties within the state where they currently have wireless service available with the coverage percentage for each. Counties with no coverage shall be listed with a comment stating "no coverage available." After the contract award and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the Service Provider shall update the coverage map database to accurately depict the Service Provider's wireless service area as required. The coverage maps shall be available, via the Internet, to potential SUNCOM Clients, and used to determine the best Service Provider's coverage area for a particular geographical area within the State of Florida. It is desired that a continental United States coverage map also be included.

DMS waives (not require) the requirement as stated above as long as: AT&T provides and maintains a wireless coverage GUI on the public Internet that is available to DMS and the end customer. http://www.wireless.att.com/coverageviewer/



Functionality: A user may choose to view voice or data coverage. They are then asked to enter:

Street Address or Intersection
City
State
Zip code
Or Latitude / Longitude coordinates

The results are displayed as shown in the following example.

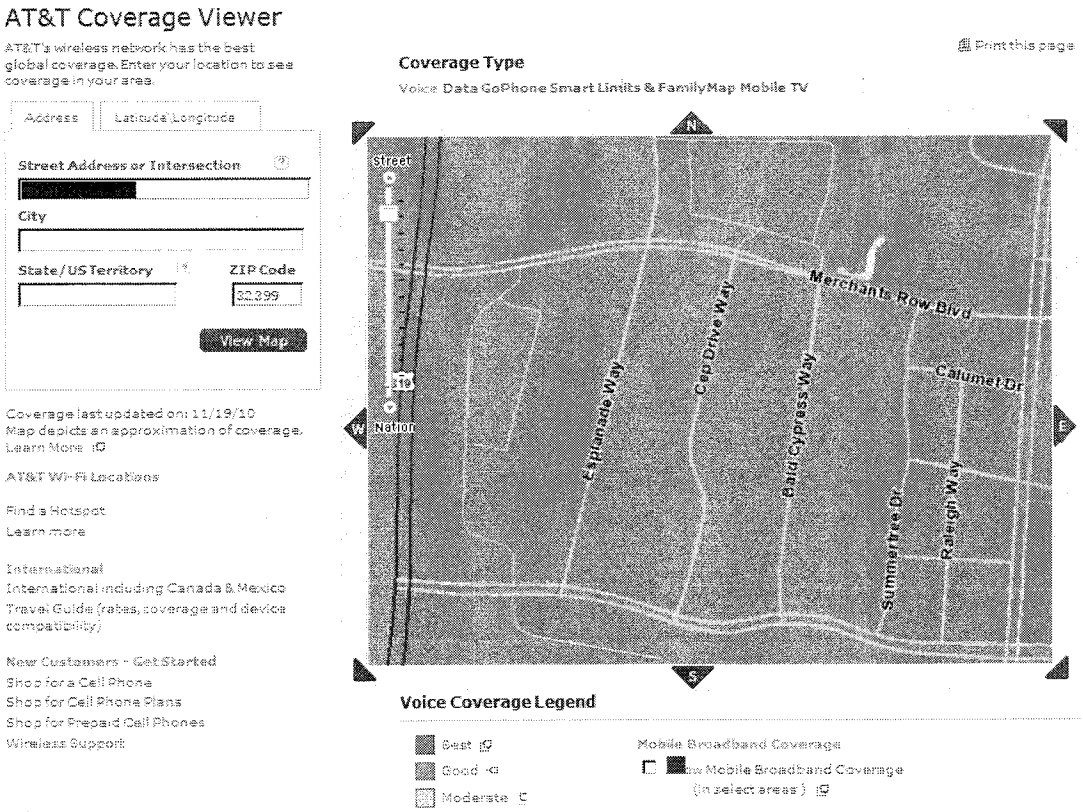


Figure 1.20.1: AT&T Wireless Coverage Viewer

The coverage maps shall include a statewide map and county-by-county maps, sixty seven (67) in total.

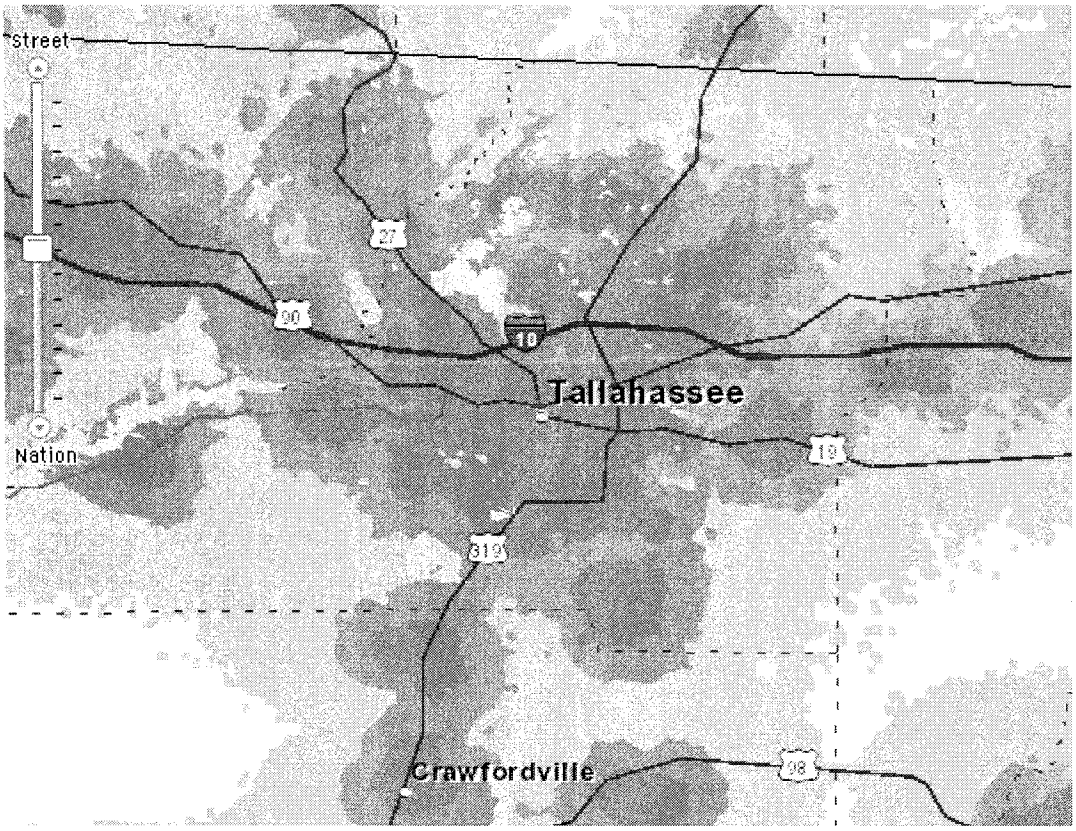


Figure1.20.2: County boundaries as depicted on the AT&T coverage viewer

As new sites are deployed and the system is upgraded, AT&T shall continuously update the web-based coverage viewer to show the latest service. Therefore we recommend that the State provide the link to the AT&T coverage viewer, rather than static maps that quickly become outdated on its web site so that users always have accurate and up-to-date coverage information.

1.20 Roaming

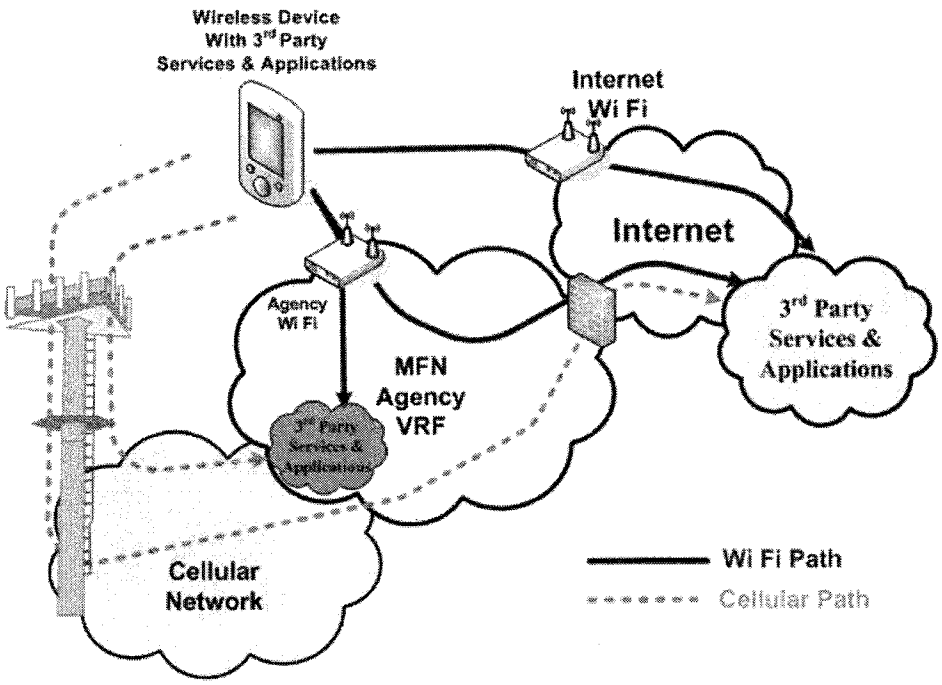
There shall be no additional roaming cost associated with a user account within the State of Florida. There shall be no roaming charge incurred by end-user accounts within the Service Provider's advertised footprint outside the State of Florida within the United States.

AT&T Mobility provides coverage throughout the State of Florida and therefore shall not require any roaming service within the State. Roaming in other parts of the U.S. fully complies with the requirements of this section. In very limited situations in remote locations where AT&T has no network, a roaming charge may apply.

1.21 Network Neutrality

The Service Provider's network shall be a "Neutral Network" which, in this instance, shall be defined as free of any restrictions which, degrade communication streams based on the following, including, but not limited to: particular third party service providers, communication types, communication content, application, application data, application ports, or destination site filtering by filter-list, URL, network-address, host-address, or other.

The SUNCOM end-user shall be capable of transmitting and receiving third party services and application data without restrictions such as: IP traffic throttling, blocking mechanisms, or other network traffic control schemes which queue, shape, differentiate or degrade the associated communication stream in any way. While connected to the Service Provider's cellular network (via transmit/receive device), the wireless IP data mode of communication shall not be restricted, blocked, or governed by the Service Provider to hinder or prevent the execution of third party services or applications. The Service Provider shall not block, restrict, impede (degrade), or negatively influence the communication stream of a third party service (or application) which may (or may not) include services (or applications) that compete with similar services available from the Service Provider. See the diagram below.



The Service Provider shall not impede (degrade), block, or differentiate performance of third party wireless connectivity devices (data-modems, handhelds, routers, or other), which technically conform to, and are functionally compatible with, the Service Provider's wireless network. The Service Provider shall not impede or degrade any transmit/receive device's performance or any communication streams being processed by the device during a communication session.

1.22 Priority Connect Services

The Service Provider's wireless network shall be provisioned to support a Wireless Priority Service (WPS) scheme in compliance with the National Communications System (NCS) of the Department of Homeland Security. DMS is aware WPS is a federal program, administered by the National Communications System (NCS) within the Department of Homeland Security (DHS) that provides the benefit of priority network access for qualified government and industry

subscribers that must have communications capabilities in times of national security and emergency preparedness.

DMS requires that the WPS service shall be deployed on the entire Service Provider Wireless network across the United States.

Once WPS is activated, registered users shall be capable of dialing a *three (3)-digit number to activate the priority connect feature before dialing the ten (10)-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel at the originating radio access network.

At this time, AT&T Wireless supports priority features for voice traffic only. Wireless Priority Service (WPS) is offered today to Federal, State, Local, and Tribal Government's authorized personnel, providing priority access to the public wireless network during network congestion. The service is activated by dialing a code and then the phone number.

To take advantage of WPS on the Service Provider Wireless network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the NCS to receive this service, by visiting the NCS' website at http://wps.ncs.gov/. Once NCS confirms eligibility, the NCS will then notify the Service Provider that the official request has been approved for WPS and that the service can be added to the user's account. Users may also contact the DMS Product Manager, the Service Provider's Account Manager or the WPS Activation and Support department at 877-262-2950 for further information. Additional information regarding the WPS program can be obtained by visiting http://wps.ncs.gov/.

1.23 Test Plan (applicable to wireless data component)

The Service Provider shall be responsible for testing the wireless data transport system (the NNI) to ensure proper performance as required as part of this contract. All wireless service system testing shall be coordinated with and approved by DMS and/or the applicable SUNCOM agency. The Service Provider shall be responsible for testing each component of the wireless data service system including wireless modems (before and after installation, if requested by the SUNCOM agency), transport NNI, transport NNI failover, and closed user group configurations. The Service Provider shall develop and submit to DMS for approval a test plan and demonstrate successful IPSEC NNI failover testing for each NNI tunnel between the primary and secondary IPSec VPN appliances before SUNCOM service orders shall be permitted. All test plans and testing shall be coordinated with and approved by DMS. The test plan shall be applicable to the contract elements only. The test plan once approved by DMS shall be contained within the MCS Operational Guide.

1.24 Data Monitoring Tool Suite

The Service Provider shall make available to DMS a GUI tools which support administrative management of user accounts (e.g. activate or deactivate device), monitor per-user usage, track user activity, and monitor service agreed upon SLAs. Also, provide a list of GUI tools capable of troubleshooting user problems, monitor malicious activity, customer defined event notification, and excessive usage notification alarming as defined by the customer. The GUI tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user accounts while limiting the end customer to their particular users.

AT&T shall make available to the state the AT&T Premier Online Care system to perform monitoring of all wireless numbers that are associated with the contract. Current usage, overage

notifications, and current plans and features are easily accessible. Administrators can find individual lines by advanced search features such as full or partial name, IMEI, SIM Card identifier, User Defined Labels, and telephone number.

DMS shall be enabled; robust permission structure and registration allow end-users access to their wireless information, usage, current plans and features, and billing information. Administrators can change rate plans, features, mobile applications, update user information, suspend and reinstate service, and perform other management activities.

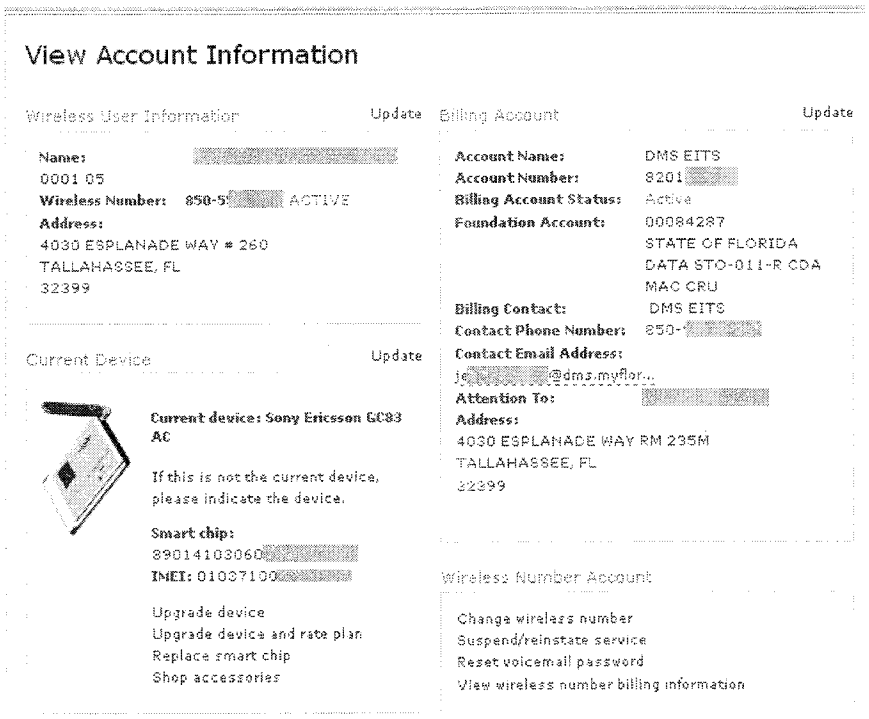


Figure 1.25.1 - Sample Device Overview

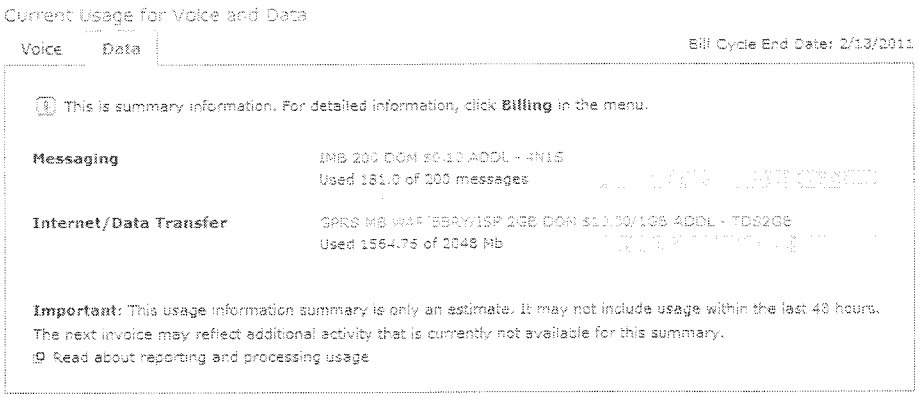


Figure 1.25.2 - Summary Data Usage Information

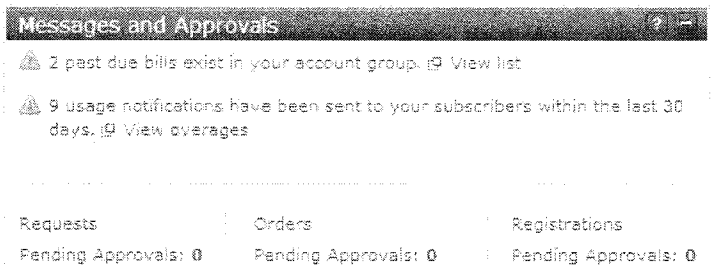


Figure 1.25.3 - Sample Proactive Account Alerts

1.25 Voice Monitoring Tool Suite

The Service Provider shall provide a web-based tool capable of monitoring voice account information, usage minutes, calling activity, activation/deactivation functionality, overage alerts, and service area outage information. The tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user account while limiting the end customer to their particular users.

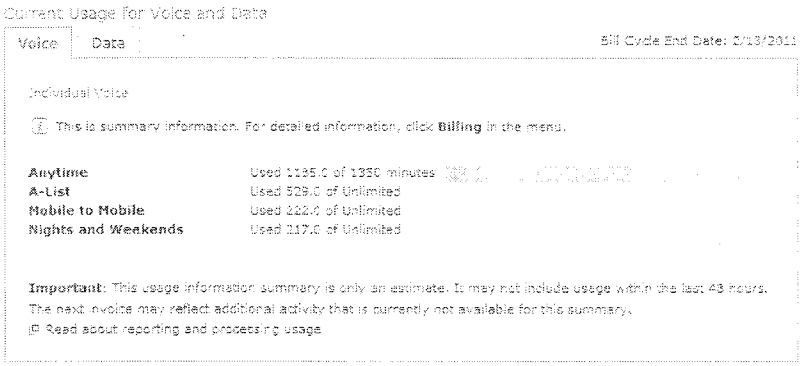


Figure 1.26.1 - Sample Voice Monitoring Tools

1.26 Voice Handheld Devices

The Service Provider shall provide at least one device in each of the following categories throughout the life of the contract:

- **Conventional Device:** a standard voice handheld device with integrated data functionality. This phone shall be Full-duplex, Digital, and Multi-mode: The term multi-mode designates a phone that supports the frequency bands utilized by the Service Provider's wireless network. These phones shall feature full duplex digital technology, mobile to mobile, and PSTN interconnect operation. This type phone shall be offered as the basic phone for all new subscribers as part of the service package.
- **Push-to-Talk (PTT) Device:** a PTT voice handheld device with integrated data functionality. This phone shall have combined the functionality of a Conventional Device (above) with Push-to-Talk (PTT) operation between mobile units.

Premium Type Device: a premium handheld device with integrated data functionality such as iPhone®, Droid®, or Blackberry®.

AT&T continually certifies and provides a wide variety of wireless devices from leading manufacturers, including BlackBerry®, Windows Mobile®, SymbianTM, Palm®, specialty vertical devices, and iPhone, among others. Each month, newly certified equipment is added as it becomes available, and older equipment is retired as it is replaced by the manufacturer or is no longer supported. AT&T shall offer wireless voice transmission devices that are fully compliant with this section, but rather than providing details for these devices as if this were a static list, AT&T prefers to reference the more detailed, and current information at AT&T's website at http://www.wireless.att.com/businesscenter/phones-devices/

Because AT&T provides hundreds of devices with varying capabilities, the web page provides filtering capabilities to allow searches by or compare equipment based upon categories such as:

a. Style (bar phone, flip phone, slider phone, smartphone, LaptopConnect card, mobile Internet, etc.)
b. Operating system (Android, Apple iOS, BlackBerry, HP webOS, Symbian, Windows Phone, Windows for PC)
c. Manufacturer (AT&T, Acer, Apple, BlackBerry®, Dell, HP, HTC, LG, Motorola, Nokia, Novatel Wireless, Option, Palm®, Pantech, Samsung, Sharp, Sierra Wireless, Sony Ericsson)
d. Capability (3G, 4G, Bluetooth®, International, Music, Push To Talk, QWERTY, Video, Wi-Fi, With Camera, Without Camera, World Phone)

1.26.1 Minimum Requirements

All voice handheld devices shall meet or exceed the following minimum requirements:

a) 12-button (or simulated) keypad (0-9, *, #) in handset
b) 50 number memory, 16 digits (minimum) per number stored.
c) Support Text, SMS, and MMS messaging
d) Controls and indicators as required to:
e) Originate and receive calls control,
f) Power On/Off,
g) Call in Progress (In Use),
h) No Service,
i) Battery Status,
j) Roaming or Home area service,
k) Character display with memory recall of all stored digit,
l) Call log showing missed calls, dialed calls, and received calls,
m) Auto redial,
n) Ring silence or vibrate settings,
o) Volume control,
p) An On/Off switch, and
q) PTT button as applicable to operation mode
r) Rechargeable battery, AC charger, and associated antenna(s) included

1.27 Data Transmit Devices

The Service Provider shall provide at least one data transmission device each commercially available form factor (PCMCIA, Express, USB, Tether, and Cellular Modem/Wireless Routers). The data transmission devices shall be compatible with any standard computing device such as: laptop computers, personal digital assistants, notepads, handheld, router (with modem slot or adapter), etc. At all times during the life of the contract, the transmission devices (internal or external) provided under the contract shall be capable of transmitting information at the highest throughput rate commercially available on the Service Provider's wireless network. The Service Provider shall include, at no additional cost, the associated device antenna(s).

The Service Provider shall provide all applicable device software/firmware including a management plan to update each device offered, as required. The Service Provider shall accomplish the software/firmware updates through their wireless network if possible. At the discretion of DMS, software/firmware update revisions shall first be tested using a seed lot (approximately twenty users) of the DMS customer base before the update is made available to all customers by the Service Provider. The seed lot users shall be determined by DMS upon the Service Provider's request, and shall be made up from different agency users such as HSMV, FDLE, DOH, DOT, DCF and others. The latest software/firmware list on the Service Provider's SUNCOM services webpage shall be tested or approved by DMS.

AT&T shall offer wireless data transmission devices (modems, tablets, cellular routers, etc..) that are fully compliant with this section. Rather than providing details for these devices as if this were a static list, AT&T prefers to reference the more detailed, and current information at AT&T's website at http://www.wireless.att.com.

1.28 Text Messaging-Only Devices

The Service Provider shall provide, for the life of the contract, a wireless handheld device that can be provisioned to only permit SMS (text messaging) and 911 wireless transmissions. With the exception of 911 calls, the handheld device shall not be configured with voice functionality or have the ability to enable voice functionality by the end-user.

1.29 Helpdesk

The Service Provider shall provide a centralized trouble reporting and maintenance system ("Helpdesk) for use by the Department and SUNCOM Clients. The Helpdesk shall accept and promptly respond to all incoming calls, faxes, and e-mails received during (i) normal Business Hours, and (ii) emergency situations as determined in advance by the Department with reasonable advance notice. In all cases, the Service Provider shall open an incident ticket with the date and time indicated to capture the reported problem. The incident record shall contain the caller's name, contact information and a brief description of the reported problem. It shall be the Service Provider's sole responsibility to resolve the problem as soon as practicable. The Service Provider shall provide an electronic, consolidated incident status report weekly for all open trouble tickets to the Department. The status report shall be electronically formatted as specified by the Department and reference the incident number, state the reported problem, the resolution, resolution date and time or provide a target date for resolution and other information as requested by the Department. After the Service Provider resolves the reported problem, the Service Provider shall closeout the incident record with a complete description of the reported problem and the corrective actions taken by the Service Provider.

The Service Provider shall assist the Department with the integration of the Helpdesk with the Department's Service Desk, Service Desk Express application and/or other existing DMS helpdesk system(s).

The Service Provider shall make available a web-enabled trouble ticket tracking system with GUI. The tracking system shall contain a complete database of all open and closed trouble tickets for the life of the Agreement. The Department shall have a master account listing all service trouble tickets within the database. The SUNCOM Client shall have limited access to only the trouble tickets applicable to their End-users.

Trouble ticket history shall be provided by the Service Provider through API, or an equivalent method. Trouble ticket information shall contain all information related to the incident and identify the item by the Department inventory number. The Service Provider shall provide the capability and functionality for the Department to collect trouble ticket information as described. The Service Provider shall provide useable interfaces to its ticketing system for all SUNCOM Clients and the Department.

AT&T shall work with the State through the implementation process to develop a ticket reporting tool. AT&T will provide helpdesk to helpdesk support. AT&T will provide an interface to access the ticket data.

1.30 Network Trouble Reporting.

Upon notification of network trouble, the Service Provider shall respond to the trouble reports within 4 hours of notification. A report of trouble clearance shall be furnished to the Department and the SUNCOM Client within one hour (1) of trouble clearance, and a copy of the Service Provider's written trouble ticket shall be provided upon request. In the event of a transmission facility site, network, or large-scale failure, the Service Provider's Network Operations Center (NOC) shall make best effort to provide immediate notification to the Department when it affects Customer services.

1.31 Department Test Accounts.

The Service Provider shall configure (or re-configure) the devices and/or accounts within their wireless network equipment as directed by the Department at no cost. The accounts may be used by any SUNCOM Client at the discretion of the Department for test and evaluation purposes. The test accounts shall be controlled (activated or deactivated) and/or supervised by the Department.
The Service Provider shall provide (up to 10) voice accounts and handheld devices for test purposes. The test devices shall be representative, equal in functionality, and support all features that are inherent to the Service Provider's commercially available network. The test units shall be premium (highest functionality) devices with integrated voice and data feature functionality.

The Service Provider shall provide (up to 10) data test accounts and transmission devices for test purposes. The Service Provider shall include two (2) representatives for each form factor commercially available and shall support the premium feature suite commercially available for that particular form factor.

All test accounts and devices shall be configured to operate (transmit/receive) on the Service Provider's network throughout the continental United States, only. Also, the test accounts and associated devices shall be assigned and used by the Department personnel without limitation in

order to test, evaluate, and observe the Service Provider's quality of service over the life of the Agreement.

1.32 SUNCOM Client Testing and Evaluation.

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Any demonstration equipment forms and processes shall be reasonably provided, managed, and maintained by the Service Provider. The Service Provider shall post (on their webpage) the step-by-step procedure the SUNCOM Client is required to follow in order to obtain the demonstration equipment. The Service Provider shall coordinate directly with the SUNCOM Client regarding demonstration accounts and devices.

1.33 Weekly Conference Calls.

The Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of the Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

1.34 Operational and User Guide

The Service Provider shall assist DMS in developing and maintaining a User and Operational Guide. The User guide is intended to provide a set of instructions for the customer on how to use the service. The Operational Guide shall contain DMS instructions, processes, and procedures that shall be followed by the Service Provider while delivering the contracted wireless services as specified herein.

1.35 Escalation Requirements

The Service Provider shall develop a escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in the Service Provider's escalation chain.

1.36 Planned Service Outage Notification

The Service Provider shall send a two-business day (minimum) advance electronic notification which informs DMS and the affected end-users of a planned service outage which includes the date, time, and estimated duration of the outage.

1.37 Unplanned Wireless Outage Notification

The Service Provider shall send a notification to DMS communicating the wireless services is not available in a generalized area within Florida which includes an estimated time for service restoration within five hours (maximum) from the outage start time.

1.38 Hardware Shipment

From the Service Provider receipt date of the OaSIS electronic service account order, the Service Provider shall ship the ordered hardware to the delivery address within seventy-two (72) hours, excluding State holidays. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two (72) hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from this requirement.

1.39 Existing Wireless Data Customer Migration

Once the Service Provider receives the OaSIS electronic service account order to migrate the existing wireless data customers, the Service Provider shall move all existing wireless data users to the new MFN access method as specified in the contract technical exhibit within one hundred twenty (120) days.

EXHIBIT 2 – BUSINESS PROCESS AND OPERATIONS

Exhibit 2 - Business Processes and Operations

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2.01 Business Model General Description

To deliver service, a comprehensive business-to-business (B2B) process shall be implemented between DMS and the Service Provider. The process shall use significant automation to implement the DMS standard business model as governed by Section 282, Florida Statutes, and Chapter 60FF-2, Florida Administrative Code.

The Service Provider shall provide DMS all products and services information with relationships that identify which products and services are compatible. SUNCOM Endusers shall place orders (Customer Services Authorizations, or CSAs, in Florida Administrative Code 60FF-2) through the DMS Open and Shared Information System (OaSIS). Orders shall be passed electronically to Service Providers who update the fulfillment status. Upon order completion, Service Providers then invoice DMS monthly for services rendered to all SUNCOM Endusers through a single invoice to DMS with supporting detail and utilization in electronic files. This supporting detail includes auditable charges at the activity level capable of being tracked to the SUNCOM Enduser.

The Service Provider shall not be obligated to directly invoice or collect payment from SUNCOM Endusers for any product or services purchased through OaSIS.

2.02 Implementation Timeline

Service Provider shall meet timelines as defined in Figure 2:1 unless otherwise agreed to in writing by the Parties.

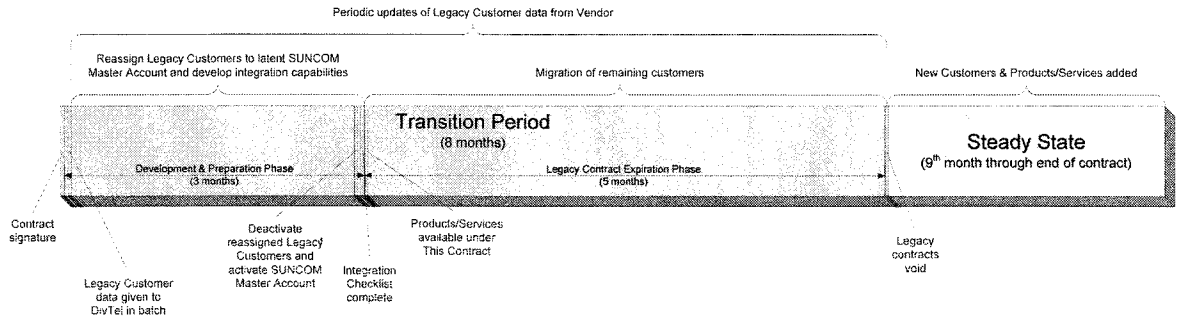

Figure 2:1

DMS and the Service Provider agree to make available the required test sites to implement the applicable prototype integration modules.

2.03 SUNCOM Client Experience

SUNCOM Endusers shall obtain and manage their wireless telecommunications Products, Services and costs using OaSIS. SUNCOM Endusers shall have the ability to login and navigate OaSIS to review their inventory, orders, accounts and charges. SUNCOM Endusers seeking to purchase, change or learn details about the Products/Services provided shall do so through OaSIS from information supplied by the Service Provider and approved by DMS.

OaSIS integration with the Service Provider shall not preclude branding and marketing. OaSIS shall display Service Provider logos in association with the Products/Services offered by the Service Provider through SUNCOM.

2.03.1 OaSIS Website

OaSIS shall be the exclusive SUNCOM Enduser portal to all systems. Orders shall be configured and distributed from OaSIS. The Service Provider shall produce an electronic file of all Products/Services, including relationships, for OaSIS to identify the necessary business rules for ordering Service Provider Products/Services. Devices, Rate Plans, features, and accessories will be hosted within an OaSIS Service Provider catalog with information provided by the Service Provider on a frequent basis. The Service Provider shall include valid specifications, pictures, and details on all devices.

The Service Provider shall provide coverage maps that are accessible to the SUNCOM Enduser from OaSIS. DMS will provide access to coverage maps for SUNCOM Endusers using a public Service Provider Coverage Viewer, optimized for business customers:

http://www.wireless.att.com/coverageviewer/?b2b=true

The Service Provider shall impose no terms, conditions or requirements that are not identified herein.

DMS shall establish and maintain SUNCOM Enduser Billing Accounts. Account management functions shall be performed entirely by OaSIS.

The SUNCOM Enduser will access OaSIS; identify wireless devices, plans, features, and accessories; add items into a shopping cart; and complete checkout within OaSIS. Once this checkout process is complete, OaSIS will format a DirectXML (dXML) order, authenticate and transport this message to the Service Provider backend systems (Premier), and the Service Provider will validate the items within this order request. If this order passes validation, Premier will ACK the order by sending back an XML response and begin the fulfillment process that will result in a wireless device being shipped to the end user. If this dXML message fails, then Premier will send a failure XML message with the failure reason code contained in the message.

DMS shall transmit orders to the Service Provider using the above referenced DirectXML process when SUNCOM Endusers seek to add, modify, or discontinue a Product/Service offered by the Service Provider. Product/Service maintenance shall leverage the DirectXML process to electronically transmit orders to the Service Provider.

Service Provider shall accept supplied order data from OaSIS and provide back to OaSIS all data field requirements established by DMS through DirectXML for order fulfillment.

Service Provider shall accept state network provisioning information via APIs, such as IP address and Closed User Group.

Service Provider shall disable ordering through normal SUNCOM Enduser-facing order interfaces to ensure that all orders are placed through OaSIS directly.

Service Provider shall send, at regular intervals, catalog updates based on the following psudo-structure:

- Device Name, SKU, Type, Image (or Image URL)
    - All compatible Rate Plans, including Name, SKU, Type (Voice/Data)
        - All compatible Features, associated with the Rate Plan selected including Name, Description, and SKU

- All compatible Accessories, including Name, SKU, Type (Battery, Case, Screen Protector, Software, etc.) Image (or Image URL)

Separately, a price list shall be provided with the following psudo-structure:

- Order Type (Upgrade, New Service, Accessory)
  - SKU
  - Price
  - One-time or monthly recurring charge
  - Rate of charge (flat, per MB, per minute, etc.)

DMS shall load these data files into the OaSIS catalog where they will be reviewed for approval by DMS.

Service Provider shall establish a custom profile for OaSIS including important information such as billing information, contact information, default shipping and billing addresses (able to be overridden at any time), and notification preferences.

At this time, customers will be able to login to OaSIS, and OaSIS will display available devices, compatible plans, and optionally additional features and accessories. After placing these items into the OaSIS shopping cart and completing and OaSIS checkout routine, OaSIS will generate an XML file formatted per the Service Providers specifications.

Service Provider shall supply samples of XML messages upon execution of this Contract.

These Order XML files will fall into different formats depending on the type of order that is being placed:

- New Service Orders (NewSingleLineActivation) – this would create a new wireless telephone number under a new Service Provider billing account number, which would still roll up to a single end of the month bill. We recommend this transaction type for the first order placed on a new OaSIS Billing Account that has not had any lines moved over from the legacy contract yet. This can include a new device from the product catalog or include activation of an existing Service Provider device (Customer Owned And Maintained Equipment or COAM).

- Add a Line Orders (AddSingleLineActivation) – this adds a new wireless telephone number onto an existing Service Provider billing account, which would still roll up to a single end of the month bill. We expect this type of transaction to have very high volume. This can include a new device from the product catalog or include activation of an existing Service Provider device (Customer Owned And Maintained Equipment or COAM).

- Upgrade (UpgradeSingleLineActivation) - this upgrades an existing Service Provider wireless telephone with a new device from the product catalog. Changes to the rate plan or features are held in a pending state until the new device is delivered to the end user and activated online or over the phone.

- Local Number Porting (LNPSingleLineActivation): this ports a mobile number from another carrier to Service Provider and create a new Billing Account. Similar to the New Service Order above.

- Local Number Porting Add a Line (LNPAddSingleLineActivation): this ports a mobile number from another carrier to Service Provider and adds to an existing Service Provider Billing Account. Similar to the Add a Line Order above.

- Accessory Only Order (FulfillmentOnly) - this ships an accessory with no service or activation required.

Account Management XML files will be similarly formatted with the following transactions available:

- Update BAN (UpdateBAN) - Update information on an existing Billing Account Number such as contact information, address, e-mail notifications, etc.

- Change Primary Place of Use (ChangePPU) – due to federal regulations, correct addresses for subscribers are very important. Updates can be made to the Name, Address, work phone, and four User Defined Labels that can be used by OaSIS.

- Change Rate Plan (RatePlan) – Allows the update of the wireless plan for an existing Service Provider subscriber.

- Change Features (AdditionalOfferings) – Allows the update of any optional features for an existing Service Provider subscriber.

- Change Rate Plan and Features (RPlanWithOfferings) – Allows the update of the wireless plan and features for an existing Service Provider subscriber.

- Change Status (ChangeStatus) - Change the status of a subscriber between Suspend, Re-instate, and Cancelled.

When a transaction is sent to the Service Provider it shall include a UniqueRequestID, which can be any format, as long as each is unique. When the Service Provider's backend receives a valid transaction it will create a corresponding Service Provider Premier Gateway OrderID, which is how the order is referenced in the Service Provider Premier Gateway GUI (if a SUNCOM Enduser calls for assistance, the agent will retrieve the order by that OrderID). This Gateway ID is also included in Activation Status Notification messages (info below) to assist in tracking.

After each transaction that is sent to the Service Provider, the Service Provider ordering systems will respond with an acknowledgement (ACK) or non-acknowledgement (NACK) message to notify OaSIS if the formatting and transport was correct for that transaction.

If a transaction is valid and begins the fulfillment automation process, various status messages will be sent asynchronously to the ClientHeader@NotificationURL sent in the transaction (or a default in the Profile), every time the status of an order changes. The ASNs contain 'compounding' information. In a standard automated scenario ASNs are sent for 'received', 'activated' (accepted by provisioning system) and then 'shipped' (inclusive of carrier & tracking #). Other statuses which may be sent are 'processing', 'pending', 'canceled', 'back ordered', or 'complete' (COAM Activation only orders only). To eliminate ASNs, do not include a NotificationURL in the transaction or in the Profile.

A 'normal' processing scenario for orders will return an ASN for Received, Activated, and then Shipped. The Shipped status is usually the last, and will only occur when the Device can be shipped.

Service Provider	Description	Can also

ActivationStatusNotification SubscriberNotification Status_Standard		have Email sent if configured
Received	The Order has been received by the AT&T system (ACK was sent)	Yes
Processing	This occurs if an order is not fully processed through automation and an agent has to do some manual process. It should generally be within a 24 hour window and it is likely you will not need this status.	No
Pending	This usually occurs if we need additional information from the customer (like if we have invalid Credit Card data or the shipping address is not valid.)	Yes
OnHold	Similar to Pending, there is a problem processing the order, but issue requires a supervisor review the order to determine resolution.	No
BackOrder	Device is on backorder and cannot be shipped	Yes
Activated	This indicates the order has made it to AT&T's provisioning system. It used old terminology and does not mean the device has been activated.	No
Shipped	Device has shipped. Status Detail will include: MDN_MSISDNNum (the phone number assigned or being upgraded), Carrier (who shipped), TrackingNumber (of shipment). [Status Detail – Substatus: All_In_Stock, Backordered_Accessory, Shipped_With_Backorder, Backordered_Item_Shipped]	Yes
Complete	This will be Order Completed for Activation Only COAM orders (customer owns device). These are orders that do not Ship, so essentially we have a Complete status instead of a Shipped Status.	Yes
Canceled	Order has been Canceled (device no longer available, ineligible for upgrade, customer canceled, etc.).	Yes

A 'normal' processing scenario for Care/Account Management orders will return an ASN for Received and then Complete. There is no shipment for POC orders.

Service Provider ActivationStatusNotification SubscriberNotification Status_Standard	Description	Can also have Email sent if configured
Received	The Order has been received by the AT&T system (ACK was sent)	Yes
Processing	This occurs if an order is not fully processed through automation and an agent has to do some manual process. It should generally be within a 24 hour window and it is likely you will not need this status.	No
Pending	This usually occurs if we need additional information from the customer (like if we have invalid Credit Card data or the shipping address is not valid.)	Yes
OnHold	Similar to Pending, there is a problem processing the transaction, but issue requires a supervisor review the order to determine resolution.	No
Complete	Transaction is complete. Care transactions do not involve shipment so essentially we have a Complete status instead of a Shipped Status.	Yes

Canceled	Order has been Canceled (invalid feature requested, customer canceled, etc)	No

2.04 Business Process Technology and Core Data

2.04.1 OaSIS Managed Sessions

OaSIS shall be the only state system granted access to the Service Provider's systems. Additional systems requiring access to the Service Provider system may be mutually agreed upon by both parties.

OaSIS shall send XML to the Service Provider's ordering systems with a completed transaction with the following security protocols:

- XML will be transported to Service Provider via TCP over HTTPS connections (port 443), secured with Verisign or alternative provider certificates with 256 bit encryption. Fallback to 128 bit encryption can be supported with Service Provider chief security office approval if OaSIS cannot connect at 256.

- An Authorization key will be generated, as well as a customer ID that will need to be embedded in every transaction back and forth with the Service Provider. OaSIS will have two Customer IDs assigned to them by the Service Provider eBonding team. The same Customer IDs are used in both Test and Production Environments.

    1. To be used when sending Store transactions requiring Priority Shipping.

    2. To be used when sending Store transactions requiring Standard Shipping or when sending Care Transactions.

Managing SUNCOM Endusers' ordering permissions in OaSIS is the sole responsibility of DMS.

2.04.2 Data and Relationships

OaSIS shall contain a comprehensive set of all ordering and inventory data elements as respectively assigned by the Service Provider and DMS. SUNCOM Endusers shall view their comprehensive order information as well as inventory information from OaSIS.

Inventory, usage, and recent order information shall be available manually from the Service Provider Premier Online Care for download in CSV, Excel, and Tab-Delimitated Text files to help auditing or augmenting any data stored in OaSIS.

The conceptual data diagram in Figure 2.2 below, combined with the data dictionary (Attachment 15: Data Dictionary), comprises a proposed conceptual data schema developed to illustrate the minimal business requirements of this Contract and the technical mechanisms necessary to achieve them. The schema includes the minimum data tables, elements and relationships that are necessary to the business process. DMS will retain a comprehensive set of all of the data in OaSIS.

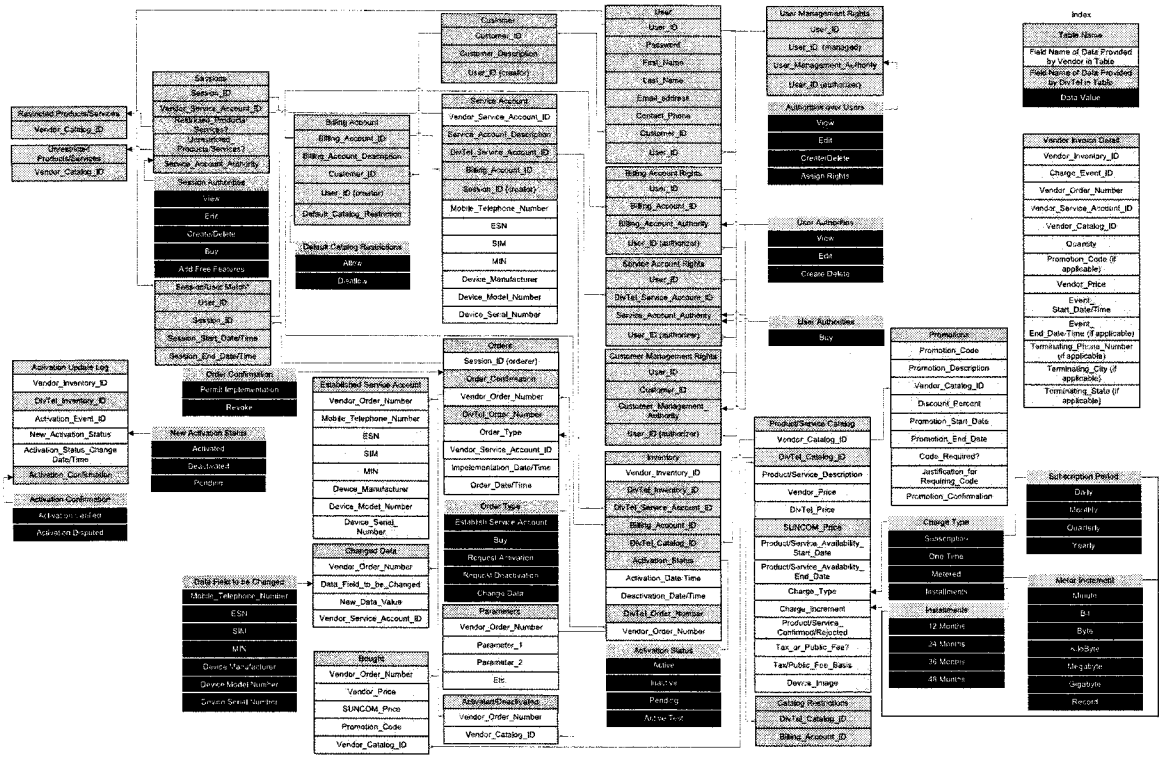

Figure 2:2

The proposed conceptual data schema is not comprehensive of the entire schemas expected to be used by both Parties. Nor is this schema a literal depiction of the table and field names DMS or the Service Provider expects to use. These terms were chosen to best illustrate the concepts necessary to illustrate the business process. Every data element, table and relationship depicted here has an analogy within DMS's OaSIS and some are expected to be matched with analogous data in the Service Provider's systems.

2.05 Business Process Flow and Service Provider Duties

The following diagram outlines both parties' respective duties during the Transition and Steady State Periods for the life of the Contract.

Weekly Conference Calls. Service Provider shall participate in a weekly conference call with DMS to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to DMS. At the DMS's discretion, the call frequency may be modified.

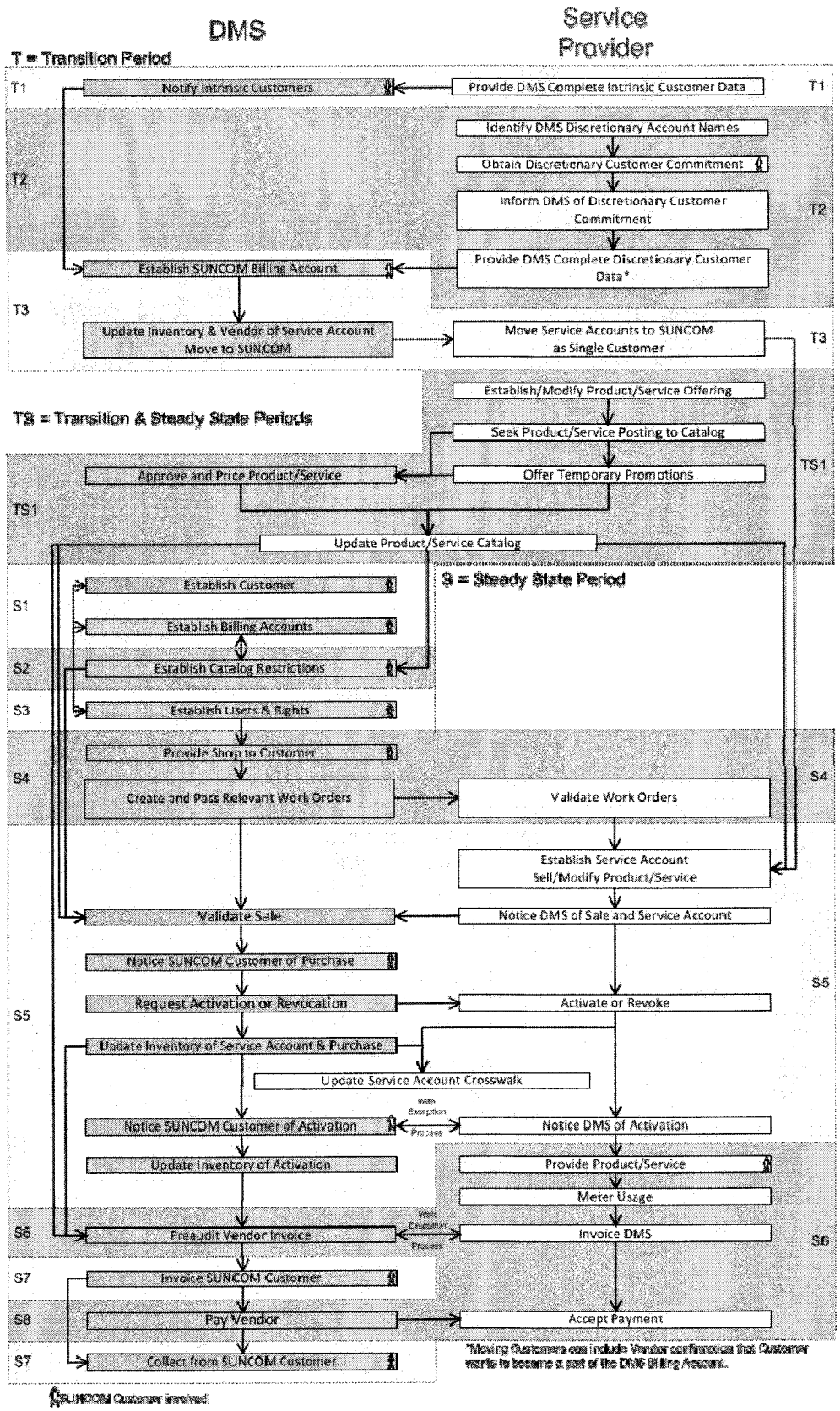
DMS
Service Provider
T = Transition Period
T1
Notify Intrinsic Customers
Provide DMS Complete Intrinsic Customer Data
T1
T2
Identify DMS Discretionary Account Names
Obtain Discretionary Customer Commitment
Inform DMS of Discretionary Customer Commitment
T2
Establish SUNCOM Billing Account
Provide DMS Complete Discretionary Customer Data*
T3
Update Inventory & Vendor of Service Account Move to SUNCOM
Move Service Accounts to SUNCOM as Single Customer
T3
TS = Transition & Steady State Periods
Establish/Modify Product/Service Offering
Seek Product/Service Posting to Catalog
Approve and Price Product/Service
Offer Temporary Promotions
TS1
TS1
Update Product/Service Catalog
S = Steady State Period
S1
Establish Customer
Establish Billing Accounts
S2
Establish Catalog Restrictions
S3
Establish Users & Rights
S4
Provide Shop to Customer
Create and Pass Relevant Work Orders
Validate Work Orders
S4
Establish Service Account Sell/Modify Product/Service
Validate Sale
Notice DMS of Sale and Service Account
Notice SUNCOM Customer of Purchase
S5
Request Activation or Revocation
Activate or Revoke
S5
Update Inventory of Service Account & Purchase
Update Service Account Crosswalk
With Exception Process
Notice SUNCOM Customer of Activation
Notice DMS of Activation
Update Inventory of Activation
Provide Product/Service
Meter Usage
S6
Preaudit Vendor Invoice
Invoice DMS
S6
S7
Invoice SUNCOM Customer
S8
Pay Vendor
Accept Payment
S7
Collect from SUNCOM Customer
*Moving Customers can include Vendor confirmation that Customer wants to become a part of the DMS Billing Accounts.
SUNCOM Customer involved

Figure 2:3

2.05.1 Transition Period

Both parties shall use the Transition Period to prepare the services and business process outlined herein. The Transition Period shall begin at Contract execution and be completed within eight months. At the sole discretion of DMS, the Transition Period may be extended. Both parties may agree to reduce the timeframe.

The Transition Period shall consist of two phases; 1) Development and Preparation lasting approximately three months, and 2) Legacy Contract Expiration lasting approximately five months.

During the Transition Period, the Service Provider shall continue to serve all SUNCOM Eligible Endusers it currently serves regardless of the nature of the existing contract (e.g., state term contract, GSA contract, WSCA contract, SUNCOM contract, SUNCOM Client specific contract, or other type of agreement), unless DMS requests the Service Provider to transition specific Endusers to the new terms associated with this Contract. The Service Provider may also activate new service under the pre-existing contract terms during this Period only. Terms of pre-existing State of Florida contracts will become addendums to this Contract and active until affected Endusers are transitioned to the new terms and will be terminated at the end of the Transition Period.

During the Transition Period, there shall be no breaks in service for Enduser accounts in good standing, unless the Enduser requests termination. The Service Provider shall not adjust prices and require no obligation to make changes to services provided during Transition.

Collections for any payment obligations incurred by any SUNCOM Enduser prior to the affected Endusers being transitioned to the new Contract terms shall continue to be the Service Provider's responsibility. Debt incurred for any Product/Service usage or purchase prior to one full billing cycle after the transition of a SUNCOM Enduser to this Contract shall not become the responsibility of DMS or its obligation to pay.

2.05.1.1 Development and Preparation Phase

2.05.1.1.1 Establishing Prerequisite Automation Capabilities

During the Development and Preparation phase, both parties shall modify their respective automation systems to meet the requirements of the Contract. No SUNCOM Enduser shall be served under the new terms of this Contract until the Development and Preparation phase is completed. Completion of this phase is defined in the attached Implementation Checklist of tasks (Attachment 10). This list is comprised of all the automation capabilities and exchanges of preliminary data necessary to accommodate the business process described in Legacy Contract Expiration Phase and Steady State Business Process. Execution of the Implementation Check List by both parties shall affirm the listed automation functions can be performed.

Service Provider will negotiate any code modification needed to comply with this contract if needed. Data setup and exchange will occur during this period as well as exchange of technical information needed to communicate with OaSIS and Service Provider Premier Enterprise Portal and eBill.

At the sole discretion of DMS, the Service Provider Account Team may login to OaSIS directly and complete work orders within OaSIS Order Management when XML functions are unavailable.

2.05.1.1.2 Legacy Eligible SUNCOM Enduser Lists to be provided to DMS

At the beginning of the Development and Preparation phase, the Service Provider shall provide DMS with the data necessary to contact Eligible SUNCOM Endusers currently being served by the Service Provider. The Service Provider shall provide the electronic data pertaining to Eligible SUNCOM Endusers based on the enduser definition provided in Section 2.06 AT&T Marketing Plan.

The Service Provider shall deliver the Eligible SUNCOM Enduser data in American Standard Code for Information Interchange (ASCII) delimited batch files for Eligible SUNCOM Endusers after Contract execution. The Service Provider shall make periodic updates for any SUNCOM Endusers established during the Development and Preparation phase and as Products/Services are modified.

DMS Billing Accounts shall be activated at the beginning of the Legacy Contract Expiration Phase. The approach to transferring Eligible SUNCOM Endusers to a DMS Billing Account shall be different depending upon the SUNCOM Enduser being an Intrinsic Enduser or Discretionary Enduser as outlined in Section 2.06 AT&T Marketing Plan.

DMS and the Service Provider shall attempt to contact every Eligible SUNCOM Enduser identified by the Service Provider announcing this Contract and providing prices and instructions on how to establish an account with DMS. Contact shall be made based on Eligible SUNCOM Enduser status in Section 2.06 AT&T Marketing Plan.

Service Provider Account Team will work with DMS to provide any necessary data regarding existing Service Provider Florida State customers. The Service Provider Account Team will work with DMS in the creation and documentation of any new billing accounts that are needed. Intrinsic Enduser information regarding existing Service Provider customers will be gathered and delivered via Service Provider Account Team.

A SUNCOM Enduser self-service page in OaSIS will be made available allowing the enduser to either; 1) designate current DMS Billing Accounts to become the accounts for wireless service, or 2) establish new DMS Billing Accounts for wireless service. DMS will also use this page in conjunction with SUNCOM Endusers to establish/designate accounts.

DMS shall attempt to directly contact Eligible SUNCOM Endusers for whom there was an email notification problem and those who have not used OaSIS to establish/designate an account within 60 days after the notice was sent.

2.05.1.1.2.1 Intrinsic Endusers: T1

Detailed account data shall be provided by the Service Provider to DMS regarding the Intrinsic SUNCOM Endusers identified in Section 2.07: AT&T Marketing Plan.

The Service Provider shall provide DMS detailed account data related to the SUNCOM Enduser Billing Account, Service Accounts, Users, Orders, Inventory and Products/Services (as depicted in the conceptual data diagram in Figure 2:2 above). The Service Provider shall provide the supplemental data for the SUNCOM Clients shown in Figure 2:4.

Intrinsic Customer Supplemental Data

Customer Supplemental
Vendor_Customer_ID
Customer_Description
Contract_ID
Contract_Description
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Billing Account Supplemental
Billing_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code
Unpaid_Invoices
Unpaid_Amount

Service Account Supplemental
Vendor_Service_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

User Supplemental
User_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Note that the relationships between Customers, Billing Accounts, Service Accounts, Users and other key fields should be supplied through the Vendor's delivery of its version of the core data depicted in the schema diagram. Also note that the request for and inclusion of data on pending payments does not imply DivTel's assumption of those obligations. Rather, it is contextual information.

Figure 2:4

As DMS informs and facilitates transfer of Intrinsic Endusers during the Development and Preparation Phase, DMS shall periodically inform the Service Provider via electronic file of the Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.2 Discretionary Endusers: T2

The Service Provider shall provide DMS contact data for SUNCOM Eligible Endusers as defined in Section 2.07: AT&T Marketing Plan. SUNCOM Endusers identified in Section 2:07: AT&T Marketing Plan as "Contact data only" are referred to hereafter as "Discretionary Endusers".

Once it has been determined that the Discretionary SUNCOM Endusers have committed to migrate to the Contract, DMS will notify the Service Provider via electronic file and maintain documentation from the Discretionary SUNCOM Enduser verifying the commitments. If the Discretionary SUNCOM Enduser does not provide its objection to the Service Provider within 48 hours of DMS's notice to the Service Provider, the Service Provider shall provide the remaining data to DMS (corresponding to the data provided for Intrinsic SUNCOM Client) and tag the SUNCOM Enduser's Service Accounts in the Service Provider's systems to be a part of DMS's Latent Master Billing Account (to become a part of the DMS Master Account upon completion of the Development and Preparation Phase).

2.05.1.1.2.3 Initiating Service for Legacy SUNCOM Endusers: T3

Throughout the Transition Period, DMS will request the Service Provider to re-designate its Legacy SUNCOM Endusers' Service Accounts to become part of SUNCOM's Master Account through periodic data provided by DMS. Through this data, DMS may request that a specific Service Account, all of the Service Accounts under a specific Billing Account or all of the Service Accounts under a specific Legacy SUNCOM Enduser be moved. Upon request the Service Provider will provide a list of all of the Service

Accounts to be added to the latent or active SUNCOM Master Account (depending upon whether the change happens before or after the end of the Development and Preparation Phase).

During this time period the Service Provider billing systems will be updated to reflect the needed changes to move legacy SUNCOM Endusers into the new Foundation Account designated by the Service Provider Account Team. DMS requested data shall be provided by the Service Provider Account Team, but at this time will not be automated via flat file transfer, but rather provided in CSV or Microsoft Excel format.

On the last day of the Development and Preparation Phase, the Service Provider will activate the SUNCOM Master Account (i.e. the latent relationship between the SUNCOM Enduser's Service Accounts and DMS as the single Customer will be changed to active). This means that there will no longer be an association in the Service Provider's system between the Legacy SUNCOM Enduser and Service account; rather, when the latent status is removed, these accounts will be transferred to DMS as the single Customer holding all of these Service Accounts.

The transitioning of more Eligible Endusers, who consent after the end of the Development and Preparation Phase, and any previously named exceptions among Intrinsic Endusers, will continue through the end of the Transition Period (see Section 2.05.1.2 "Legacy Contract Expiration Phase").

After doing so and the end of the current billing cycle has transpired, Legacy SUNCOM Endusers will no longer receive an invoice directly from the Respondent, the new prices, terms and conditions will apply. DMS will try to time this transition to correspond to the end of the Service Provider's billing cycle. But if that is not possible, all charges, to DMS and the legacy SUNCOM Endusers, will be prorated to account for partial billing periods of service. Any payment obligations that were incurred by the SUNCOM Enduser prior to the first full billing cycle under the SUNCOM Master Account will continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider (i.e. DMS will not assume any obligation or responsibility for the debt).

The Service Provider and DMS will exchange and audit the lists to verify and reconcile which Service Accounts will become active SUNCOM End Users.

2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1

Prior to the Service Provider making any Product/Service available to any SUNCOM Enduser under the Contract, the Service Provider must first obtain approval from DMS to verify applicability and price conformance with the Contract. The Service Provider shall be the source of Product/Service information. DMS shall not alter Product/Service information submitted by the Service Provider (DMS will append to this Product/Service information, such as SUNCOM price, SUNCOM ID, etc.). The Service Provider Premier Support Team shall provide Product/Service catalog extracts to DMS in the psudo-format. The Service Provider Account Team shall work with DMS to update and monitor catalog modifications.

DMS shall advise Service Provider that the Product/Service has been approved or disapproved to be a part of the Catalog. Product/Service shall not be available to SUNCOM Endusers through OaSIS, or any other manner, until approved. If approved, DMS shall provide a SUNCOM price for the Service Provider to market to SUNCOM Endusers. No other prices shall be displayed to the SUNCOM Enduser by the Service Provider.

The Product/Service data provided by the Service Provider, along with the SUNCOM prices, will become a part of the SUNCOM Catalog as a basis for pre-audit (verifying that billed Products/Services have been approved, the SUNCOM price is correct, and the Respondent is charging DivTel the established Price) and for charging SUNCOM Clients through SUNCOM's billing. The Respondent shall maintain a corresponding Product/Service Catalog with matching data.

No elements in the Service Provider Product table, i.e. no description, conditions, prices, etc. may be made available under the Contract without prior DMS approval, as set forth above. Products (devices) that the Service Provider no longer sells may be enabled for use on the Service Provider's network need not be a part of the Catalog (but shall be a part of the Inventory).

2.05.1.1.2.4 Product/Service Temporary Promotions: TS1

With approval from DMS, the Service Provider may offer temporary price reductions for those specific Products/Services contained within the Product/Services Catalog. To obtain Promotion approval and establishment of the appropriate SUNCOM pricing, the data shown in Figure 2:5 must be exchanged prior to availability of the Promotion. As with all prices in the Product/Service Catalog, only the SUNCOM established price for the Product/Service offered in the Promotion shall be displayed to the SUNCOM Enduser by the Service Provider. DMS will not increase its existing cost recovery percentage for the purpose of offsetting any SUNCOM Enduser savings from the Promotions.

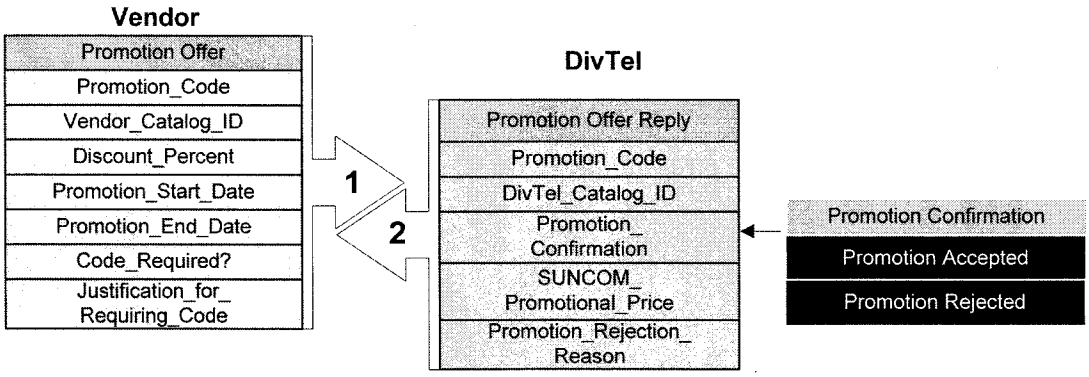

Figure 2:5

The following conditions shall apply to Promotions:

1. All Promotions follow the same Product/Service approval process as set forth above.

2. All Promotions related to a particular Product/Service must be available to all SUNCOM Endusers, i.e. there are no restrictions or conditions other than the requirement that it apply to a specific Product/Service and that it is offered to a SUNCOM Enduser.

3. If the Service Provider requests that a Promotion Code be required when an order is placed as a prerequisite to obtaining the benefits of a Promotion, the Service Provider must provide a written justification for such a requirement in the electronic file requesting the Promotion.

4. DMS reserves the right to publicize all Promotions in any way it chooses.

5. Promotions shall never have the effect of increasing a price.

Service Provider shall investigate a potential data feed of available promotions for OaSIS and allow OaSIS to determine which promotions to apply and which to leave with a base price. By moving pricing calculations and display to the end user to OaSIS instead of Service Provider's ordering systems, the state gains flexibility in how the final price is displayed, regardless of the one-time payment invoices that Service Provider will bill at the end of the month.

2.05.1.1.2.5 Taxes and Fees Classified as Services

Taxes (defined here to include fees that the Service Provider collects on behalf of public entities) shall be established as Services in the Product/Service Catalog prior to charging DMS. The standard process whereby the Service Provider submits an electronic request for inclusion in the Catalog shall contain a description field provided by the Service Provider and clearly identity the tax or public fee. The Catalog item shall be tagged as a tax/fee and Service Provider shall provide a complete explanation describing the basis for the tax/fee.

The Service Provider shall recognize and honor all validly and properly issued and executed tax exemption certificates delivered by DMS and statutory exemptions and shall not bill DMS for any such exempted taxes. DMS shall pay any and all taxes for which it does not have an exemption.

Taxes and fees identified in Exhibit 3 may appear on bills to DMS. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services shall be imposed during the term of this Contract, without inclusion in the Contract, unless mandated by the FCC or PUC. The Service Provider will only bill for discretionary fees that are sanctioned by the Federal or State governments if they are included in Exhibit 3 or subsequently agreed upon between both Parties.

2.05.1.2 Legacy Contract Expiration Phase

Immediately following the conclusion of the Development and Preparation Phase, a five month Legacy Contract Expiration Phase shall begin during which the remaining Eligible SUNCOM Endusers currently served with wireless communications service by the Service Provider, shall be transferred to DMS. This shall require reassignment of respective Service Accounts from existing Eligible SUNCOM Endusers to DMS as the single Customer, with a single Master Billing Account.

During the Legacy Contract Expiration Phase, the Service Provider shall not establish any new billing accounts for any Eligible SUNCOM Enduser pursuant to the State Term Contract for wireless services. Additionally, during the Legacy Contract Expiration Phase, the Service Provider shall not establish any billing accounts for any state agency under any terms or contract other than this Contract.

1. Ongoing Transfers During the Phase

    a. During the Legacy Contract Expiration Phase, DMS and the Service Provider shall continue to contact Eligible SUNCOM Endusers served by the Service Provider. As each additional SUNCOM Enduser billing account is designated/established in OaSIS, the Service Provider shall include the SUNCOM Enduser in the DMS Billing Account. The Service Provider shall implement the change as soon as commercially practical upon notification from the SUNCOM Enduser or DMS, per statutorily required SUNCOM Endusers per Section 2.06 AT&T Marketing Plan.

    b. Within 48 hours of notice from the Discretionary SUNCOM Endusers agreeing to include its Service Account(s) under SUNCOM, or DMS notification that a state agency will become a part of the SUNCOM billing account, the Service Provider shall provide the associated detailed account data to DMS and move the Enduser Service Accounts to the DMS Billing Account for inclusion in the next complete billing cycle.

    c. After the SUNCOM Enduser Service Accounts have been transferred to DMS and the end of the current billing cycle has transpired, the SUNCOM Enduser shall no longer receive an invoice directly from the Service Provider. Any payment obligations that were

incurred by the SUNCOM Enduser prior to one full billing cycle under the DMS Billing Account shall continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt owed by the SUNCOM Enduser to the Service Provider.

2. Terminating Services at the Conclusion of Transition

   a. At the end of the Legacy Contract Expiration Phase, the Service Provider shall discontinue providing wireless telecommunications services to all state agencies that are not a part of the DMS Billing Account, regardless of the contract used to purchase the services, unless DMS has requested an extension on behalf of the specific SUNCOM Enduser in accordance with Section 282.703(5)(a), F.S. If DMS grants any such extension, it shall provide a list of affected SUNCOM Endusers to the Service Provider. The Service Provider shall comply with any time limits imposed by DMS on the extension by terminating services to the state agency at the end of the extension period unless another extension is granted or the SUNCOM Enduser's account is transferred to the DMS Billing Account.

   b. One month prior to the end of the Transition Period, the Service Provider shall provide daily lists of all state agencies that have not been transferred to the DMS Billing Account and identify all of the active Service Accounts that are in jeopardy of termination without transfer to DMS.

   c. At the Service Provider's discretion, it may continue to serve all non-state agency SUNCOM Endusers after the Legacy Contract Expiration Phase under terms established with the Enduser.

   d. The terms of the existing State Term Contract for Wireless Voice Services, the Participating Addendum and all other SUNCOM wireless services contracts that have effectively been extended through amendments to this contract shall be void at the end of the Legacy Contract Expiration Phase and shall no longer be available for use by any entity. DMS reserves the right to establish separate extensions on individual contracts during the Transition Period.

Service Provider's Account Team will work with DMS and SUNCOM Endusers with the migration of existing SUNCOM Endusers to the new Foundation Account Number generated by the Account Team for this Contract (Transfer of Billing Responsibility).

The Service Provider Premier Online Care portal has online capabilities to perform one at a time Transfer of Billing Responsibility transactions via DMS Administrators sending a request electronically to the end user attempting to migrate, however we do not have any bulk transfer capabilities online. For large migrations of SUNCOM Endusers, the Service Provider Account Team will engage a special projects team to process these migrations in bulk.

2.05.2 Steady State Business Process

With the transition of existing SUNCOM Endusers and services to the Contract, and completion of systems modifications to accommodate the shared business processes (as verified in Attachment 10: Implementation Checklist), the Transition Period shall end and standard business processes shall be implemented. While both Parties have responsibilities related to the process, either the Service Provider or DMS shall be primarily responsible for specific steps. Figure 2:3 categorizes these steps and assigns responsibility for them.

2.05.2.1 Updating the Products/Services Catalog: TS1

The process for establishing new Products/Services shall be the same during the Steady State Period as it is during the Transition Period. Refer to Section 2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1" for an explanation of the process.

Catalog extracts with the psudo-structure listed above will be provided at regular intervals (weekly, monthly, or ad-hoc) that will include the current Service Provider product catalog. DMS shall include or exclude these new devices, plans, accessories, and features from OaSIS. Detection of differences between feeds will identify any new devices and other items as well as expired items. OaSIS will control the available catalog items.

2.05.2.2 Establishing SUNCOM Endusers and Billing Accounts: S1

DMS shall be responsible for invoicing SUNCOM Endusers and must verify SUNCOM eligibility.

DMS is solely responsible for establishing SUNCOM Endusers and the Billing Accounts under which they will be invoiced and managed. The business processes for establishing SUNCOM Endusers and Billing Accounts will occur within OaSIS and this data shall not be synchronized between the Parties. However, DMS will share Enduser information related to each Service Account that is necessary to the Service Provider for delivering product support.

1. Transferring Existing SUNCOM Eligible Endusers During Steady State Period

    a. Existing SUNCOM Eligible Endusers being served by the Service Provider may decide to become SUNCOM Endusers after the Transition Period. As DMS or the Service Provider identify such SUNCOM Eligible Endusers, DMS and the Service Provider shall implement the business process as described in Section 2.05.1.1.2.2 Discretionary Endusers: T2.

2. SUNCOM Enduser Implemented Catalog Restrictions: S2

    a. All SUNCOM Endusers shall have the option of restricting the availability of certain Products/Services from their staff. DMS shall facilitate this by providing SUNCOM Endusers an OaSIS interface for the restriction at the account level.

The system default restriction option shall be set to "Allow".

Service Provider shall facilitate through different XML order types in OaSIS.

1. New Account Orders (creating a Service Provider account) or

2. Add a Line Orders (Adding to an existing Service Provider Billing Account - preferred).

    - This Service Provider account will assist the Service Provider Account Team members in troubleshooting, customizations, and billing audits.

2.05.2.3 SUNCOM Client Management: S3

1. Establishing SUNCOM Enduser Permissions: S3

    a. OaSIS shall be the portal for access to all services and functions under the Contract. OaSIS shall manage all SUNCOM Enduser permissions. DMS shall be solely

responsible for establishing SUNCOM Endusers, maintaining their information and passwords and assigning their permissions. DMS shall not be required to provide any of the information related to specific SUNCOM Endusers to the Service Provider, unless the information is necessary for E-Rate eligibility and compensation, and necessary to the Service Provider for product support.

2. Service Provider Staff Authorities in OaSIS

   a. Service Provider staff shall be given broad permissions within OaSIS to assist SUNCOM Endusers in selecting the Service Provider's products and drafting orders to the Service Provider.

Service Provider shall disable any online ordering or account management activities needed to comply. Ordering will only be allowed via Service Provider backend XML interfaces and not on the Service Provider online properties. Through the Service Provider's robust permission structure, Service Provider can provide voice and data monitoring capabilities to DMS and SUNCOM Endusers if requested, without allowing changes to be made that would affect billing data, such as rate plan or feature changes.

DMS will receive logins to Premier Online Care to administer and manage any access to DMS and SUNCOM Endusers (disallowed by default). Additional optional maintenance and administration capabilities by DMS will include:

Activity	Description
Manage Administrators	Create new administrators for your company, or to change the name, address, and permissions for the administrators in your company.
Manage Foundation Account Permissions	Edit the level of access granted to users by foundation account. Set permissions on individual transactions or activities. (note, not typically used in this current offline model)
Manage Billing Account Permissions	Edit the level of access granted to users by an Service Provider billing account (not SUNCOM Billing Account). Set permissions on individual transactions or activities.(note, not typically used in this current offline model)
Detach Login Profiles	Remove login profiles from wireless numbers. Detached logins can no longer access information for the wireless number or billing account, and are required to register for a new account the next time they log in. (note, not typically used in this current offline model)
Update My Login Profile	Allows editing of your own administrative login. Configure contact information, address, secret questions for password resets, and notification preferences.
Activate Wireless Device Online	Allows access to an online tool to activate upgraded or ported lines that have been shipped to a customer 'cold' which normally requires a call into the Premier Support Center's automated line.
Update Wireless User Information	Allows updates to Service Provider's records regarding a wireless line's information including name, custom fields, and

Activity	Description
	primary place of use. Normally not used due to XML interfaces made available to OaSIS
Change Wireless Number	Allows a new telephone number to be generated for an existing wireless line
Reassign Foundation Account	Allows DivTel staff to move a wireless line to another Service Provider master account not owned by DMS
Transfer Billing Responsibility	Allows DMS staff to move a State of Florida-owned wireless number to become a personal number with individual billing responsibility (turn into a consumer line)
Reset Voicemail Password	Allows DMS to reset the voicemail password for a wireless user
Replace Smart Chip	Allows DMS to replace a SIM Card (Smart Chip) in an existing wireless device with a new SIM.
Update IMEI	Allows DMS to replace the wireless device with a new existing wireless device with the same SIM card. Typically used in replacing devices due to accidental damage with spare devices, or utilizing custom/customer-owned equipment. This should NOT be used for device upgrades or activations (listed above)
Change Rate Plan	Allows DMS to change the primary voice and data plan on a wireless device. We recommend NOT using this functionality to prevent OaSIS from becoming out of sync. May be used for cleanup purposes in the even OaSIS becomes out of sync.
Change Features	Allows DMS to change optional features on a wireless device. We recommend NOT using this functionality to prevent OaSIS from becoming out of sync. May be used for cleanup purposes in the even OaSIS becomes out of sync.
Change Applications	Allows DMS to change mobility applications on a wireless device. We recommend NOT using this functionality to prevent OaSIS from becoming out of sync. May be used for cleanup purposes in the even OaSIS becomes out of sync.
Upgrade Eligibility Reports	Allows a spreadsheet/CSV/Text file for up to 100 numbers at a time that includes account numbers, user information, status, effective dates, phone make and model, phone IMEI, early upgrade eligibility indicator (yes/ no), not eligible for upgrade (yes / no), eligibility indicator (yes/no), and date the line becomes upgrade eligible
Rate Plan Summary Reports	Allows a spreadsheet/CSV/Text file of all wireless numbers managed by OaSIS accounts or drilled down to an individual Service Provider Billing Account (OaSIS client) including a summary of rate plan, data, and messaging usage and charges for each wireless user on the selected account, averaged over the requested time period (1,2,3 months). This report may assist in analyzing the price plan needs of your managed wireless users, and identify overage issues.

Activity	Description
Wireless Inventory Reports	Allows a spreadsheet/CSV/Text file of all wireless numbers managed by OaSIS accounts or drilled down to an individual Service Provider Billing Account (OaSIS client) including details on the equipment, plans, and features assigned to each wireless user on the selected account, This report may assist in inventory auditing against OaSIS records, identification of SIM Swaps, and overall monitoring of Service Provider's records of DMS's accounts.

2.05.2.4 Enduser Shopping and Work Order Creation: S4

SUNCOM Endusers will use OaSIS to shop for wireless services. The basis of the OaSIS Shop shall be the Products/Services Catalog data submitted from the Service Provider. The OaSIS Shop will be populated with this Catalog data, upon DMS approval. OaSIS shall create an individual work order per Service Account requested by the SUNCOM Enduser and electronically submitted to the Service Provider via XML to complete. OaSIS shall perform validation on the work orders before submission to the Service Provider. OaSIS shall extract the validation rules from the electronic Products/Services Catalog submitted by the Service Provider in psudo-format. The Service Provider upon receipt of work orders shall validate their accuracy and update OaSIS with their respective status.

The Service Provider shall be responsible for all Product/Service information presented in the OaSIS Shop.

2.05.2.5 Enduser Orders

1. Establishing Service Accounts: S5

    a. Service Accounts shall be associated with at least one work order identifying a Product/Service from the Catalog submitted by the SUNCOM Enduser. The Service Account may carry several unique identifiers such as phone number, electronic serial number, and device serial number.

    b. Service Provider will use its New Service Direct XML order interface for OaSIS to integrate with Service Provider eCommerce storefront.

        i. Order Confirmation Process

            (a) After the SUNCOM Enduser completes the online purchase via the OaSIS portal, the Service Provider will send an acknowledgement (ACK) or non-acknowledgement (NACK) to the order XML message that was sent. Additional shipping or order issue information will be sent to a designated XML handling URL for OaSIS to parse.

            (b) Activation Changes: Suspension, reinstatement of service, and cancelation of service can be performed via Care Direct XML messages for ChangeStatus as noted in Section 2.03.1 OaSIS Website. Activation of devices that were shipped 'cold' due to an upgrade or port from another wireless provider will need to either be performed online at https://www.wireless.att.com/businesscenter/activations/ OR by

following the instructions placed inside each shipping box by calling into the Premier Support Center's automated activation system.

(c) Changing Data: Change orders shall be handled via XML Change Rate Plan, Change Features, Update Wireless User Info transactions with OaSIS.

2. Validate Sale: S5

   a. The Service Provider shall submit status updates and completion information per work order for DMS to validate the status and completion of the work order.

   b. If the order is declined, the Service Provider shall terminate the work order and archive the order request for review.

   c. DMS shall notify the SUNCOM Enduser via email based on the Service Provider update.

   d. The Service Provider and DMS shall work together to resolve any confusion about a work order and document the result.

      i. The Service Provider shall have a dedicated account representative to manage and monitor pricing, order quality, approved/declined orders, and resolve issues or discrepancies.

3. Activation Changes: S5

   a. SUNCOM Endusers may seek to make changes to a Service Account. These changes shall generate work orders from OaSIS that are then electronically forwarded to the Service Provider for completion. These changes may impact billable options on the Service Account. A deactivation shall terminate the Product/Service by SUNCOM Enduser choice.

4. Changing Data: S5

   a. At any time, data associated with a Service Account may warrant modification which may have no charge ramifications. All modifications shall be sent to the Service Provider as a work order using OaSIS.

5. Retail Store Device Replacements

   a. By using daily or as-needed inventory reports via Premier Online Care, DMS will be able to identify when equipment has been changed for an individual subscriber by looking at historical records for that user or past orders in OaSIS.

   b. Service Provider cannot send real-time individual XML messages to OaSIS when equipment swaps are performed, inventory reports showing updated equipment can help identify these scenarios with minimal delay.

6. Activation Status: S5

   a. Order and activation may happen independently. The Service Provider shall provide activation status updates separately and subsequent to work order placement and completion.

b. Activation updates and reports will be provided in Premier Online Care inventory reports listed below in section 2.05.2.6 as well as e-mail confirmation messages, updated billing information in the next data feed ("Device Last Updated" field).

2.05.2.6 Inventory: S5

OaSIS Inventory shall reflect modifications made to SUNCOM Enduser Service Accounts. Service Accounts in OaSIS Inventory shall be kept current using updates provided by the Service Provider's electronic work order processing system.

DMS can log into Premier Online Care and pull Wireless User Inventory Reports at any time – these reports will pull information from Service Provider's billing systems at the time of the request and will populate a Microsoft Excel worksheet, CSV file, or Text file that DMS can then download. While a report can be requested at any time, Service Provider runs these reports offline to ensure high performance of the rest of the Portal during peak business hours. Once the report has been generated, the user that requested the report will be notified via email.

These reports can be requested as many times as needed to ensure up-to-date inventory information in OaSIS.

While we currently do not have the capabilities to schedule and automate delivery of inventory reports, we would be willing to work with the State in the future to deploy this functionality.

Inventory fields available in report are as follows:

Column Header	Description
Foundation account number (FAN)	The eight-digit number for the billing account to which the wireless user belongs. Functions like a master account number.
Billing Account Name	Wireless user's billing account name
Billing Account Number	The nine-digit number for the billing account to which the wireless user belongs.
Wireless Number	Wireless telephone number.
Wireless User Full Name	First and last name of the person to whom the wireless number is assigned.
Wireless User Status	Status of the wireless user's service, as of the date the report was generated. Statuses include: **Reserved**-Wireless number set aside for a user but not yet made active. **Active**-Wireless number associated with the user is currently in use and active. **Suspended**-Wireless number is suspended, although monthly charges may still apply and be charged. **Cancelled**-Service to the wireless number is cancelled, and no further monthly charges apply, although outstanding charges prior to cancellation may still apply and be charged.

Column Header	Description
Status Effective Date	Most recent update date for wireless user service status, as of the date the report was generated.
Phone or Device Model	Model of the phone of the phone or device.
Phone or Device Make	Manufacturer of the phone or device.
Phone or Device ID (IMEI)	Unique 15-digit code used to identify the GSM-enabled equipment.
User Defined Fields (1-4)	Customized extrinsic fields that can be custom mapped to OaSIS identifiers for a wireless user. Must be synced in both account management tools for updates as well as ordering systems through OaSIS.
Wireless User Activation Date	Date that service was activated for a wireless user.
Contract Start Date, Contract End Date	Date that the current service contract for the wireless user ends and began.
Phone or Device Effective Date	Date when the current phone or device replaced the previous phone or device.
Service Type	Indicates whether the wireless user's service is V - voice (voice plan only) or D - data (data-only plan). Also includes B - Business voice plus data (a wireless number service with both voice plan with data add-on tied to a business or organization foundation account); or C - Consumer voice plus data (a wireless number service with voice plan with data add-on tied to an individual responsibility account not associated to any business or organization foundation account.)
Smart Chip (SIM) Number	The 19- or 20-digit number on the microchip that inserts into a mobile device and encrypts transmissions and identifies the user to the mobile network.
Rate Plan Monthly Recurring Charge	Base monthly cost of the primary voice plan, data add-on, or data-only rate plan for the wireless user. Includes monthly recurring charge discount credit, but does not include proration, other discounts, credits, or overages.
Rate Plan Name	Primary voice plan, data add-on, or data only plan name on the wireless user's bill.

2.05.2.7 Invoicing

1. Service Provider Invoicing: S6

    a. The Service Provider shall submit monthly invoices to DMS for all wireless services. This invoice shall consist of 1) a single request for payment on unchangeable format known as a "hand bill" that reflects the total charges for the month, and 2) an electronic detail file which substantiates all billable services and activities by Product/Service Catalog ID at the Service Account level that is the auditable basis for all charges. The total of substantiated detail charges shall match the single payment request on the "hand bill".

i. A Billing FAN, using Service Provider Premier eBill, will be created to ensure one aggregated bill at the end of each month. Geotracking services may be an exception to this single bill.

b. Service Provider in addition to billing analysis reports, shall provide access to raw billing information that can be imported into OaSIS for detail cost analysis at a CTN level. With the enablement of the Data Delivery Portal option, these raw data files may be delivered monthly once the Service Provider aggregated bill is complete to a DMS Secure FTP server.

   i. Available data fields for the detailed billing file are listed in Section 2.07: Billing Data Fields.

c. Service Provider shall submit EDI-811 with Call Detail file monthly via SFTP. The EDI will include itemized lists of each voice, data, and messaging event. A Trading Partner Information document will be provided along with the EDI File specification document with implementation details.

2. Electronic Substantiating Detail

   a. The monthly detail file shall include one-time subscription periods, metered increments and installments for all charges attributable to a Service Account and Product/Service. Every discrete charge shall have a Charge Event.

      i. Subscription charges for periods when a Product/Service is available are derived from activation/deactivation dates defining the period when the subscription was active. The unique Charge Event identifier shall correspond to the active subscription period.

      ii. Services with incremental metered charges shall be directly metered from counted units. Each Charge Event shall correspond to a discrete activity such as phone call, single text sent, etc.

      iii. One-time purchase Charge Events shall occur when the purchase is satisfied with delivery.

      iv. Installment Charge Events shall cover the period associated with the particular periodic payment.

3. OaSIS Pre-Audit

   a. OaSIS shall pre-audit the Service Provider invoice monthly to match all charges against the current inventory of services and configurations being provided and to the prices associated with the Product/Service approved in the Catalog.

   b. An exception report shall be sent to the Service Provider detailing any charges inconsistent with the prices and inventory in OaSIS. DMS shall request credits for any exceptions on the current invoice.

   c. The Service Provider and DMS will reconcile OaSIS data with the Service Provider's data if they do not substantially affect the integrity of the invoicing process, as solely

defined by DMS. If reconciliation cannot be attained, DMS shall reject the invoice and request the Service Provider rescind the charges and submit a new invoice.

d. Barring audit exceptions, DMS shall pay the Service Provider the total charges on behalf of all SUNCOM Endusers for services rendered.

4. Monthly Invoicing Detail Exception for Geotracking

a. Invoicing detail for Geotracking Services shall be delivered daily and provided to SUNCOM Endusers; therefore it shall not necessitate a monthly Charge Event. The service (delivery of Geotracking data) and the detail required to substantiate the monthly invoice are synonymous.

i. Service Provider Enterprise On Demand may also provide a single paperless bill option for Geotracking services provided by this Contract.

5. E-Rate Invoicing

a. Service Provider will generate billing to DMS that contains sufficient specificity to allow DMS to accurately bill each of its SUNCOM Clients and audit each FRN for reimbursement credits through the OASIS system and will work with DMS to establish appropriate system interfaces to allow OASIS to process information as submitted by the Service Provider.

i. Each bill will include information regarding the services rendered to all SUNCOM Clients and DMS in one consolidated bill, issued on a monthly basis, reflecting, at a minimum:

1. SUNCOM Client name identifier or Billed Account Number (BAN) for each SUNCOM Client

2. Subcategories under each SUNCOM Client BAN, for each grouping of services, pursuant to an assigned Billed Telephone Number (BTN)

3. Individual listing of each account under each BTN, in accordance with the SUNCOM Client's grouping designation (Individual Earning Numbers or IENs)

4. The amount charged for each IEN, broken down by the amounts charged for data services and the amounts charged for voice services

5. The amount credited for each IEN, through USAC reimbursement, identified by FRN

b. For SUNCOM Clients who apply for, or intend to apply for E-Rate discounts ("SUNCOM E-Rate Clients"), the Parties agree as follows:

i. DMS will notify all SUNCOM E-Rate Clients of their obligation to group services, under the BTN process established above, consistently with the Funding Request Numbers (FRN) utilized by the E-Rate program; i.e. each grouping of individual earning numbers under a Bill-To-Number will be consistent with the grouping used by the applicant in making their funding request as reflected on their USF Form 471.

ii. DMS will inform all SUNCOM E-Rate Clients of their obligation to complete all documentation required by Service Provider which is necessary to accurately bill E-Rate eligible services under the Service Provider Invoicing (SPI) method of E-Rate discounting and/or process SUNCOM E-Rate Client's Billed Entity Account Reimbursement (BEAR) payments.

iii. Service Provider, upon receipt of the necessary documentation from the SUNCOM E-Rate Client, will, for those accounts for which SPI billing has been requested by the SUNCOM E-Rate Client, apply discounts to the invoicing submitted to DMS, in accordance with E-Rate rules and the SUNCOM E-Rate Client's Funding Commitment Decision Letter (FCDL), issued by USAC. For those SUNCOM E-Rate Clients who choose BEAR billing, Service Provider will bill the full amount for the services, in accordance with E-Rate Rules.

iv. DMS will pay Service Provider the amount billed in accordance with item "c" and, for SPI billing, Service Provider will bill USAC for the discounted portion, in accordance with E-Rate rules.

v. DMS will bill the SUNCOM E-Rate Clients for the non-discounted portion of the services and is fully responsible for the accuracy of that invoicing.

vi. DMS assumes the responsibility for invoicing SUNCOM E-Rate Clients and identifying any administrative or processing fees applied by DMS. Service Provider shall be responsible for billing DMS, in adherence to all E-Rate rules, using a format consistent with an agreed upon billing structure to allow the identification of the underlying SUNCOM Enduser.

c. DMS and Service Provider agree to cooperate in any audit or other inquiry initiated by the Federal Government related to the E-Rate program and SUNCOM E-Rate Clients.

6. SUNCOM Invoicing: S7

a. Barring audit exceptions, DMS shall use the Service Provider's electronic billing substantiating detail to invoice SUNCOM Endusers at SUNCOM prices, for services rendered. DMS shall notify SUNCOM Endusers via email when their invoice is available.

b. SUNCOM Endusers will use OaSIS to view their detailed invoices and pay their invoice.

2.06 AT&T Marketing Plan

The table below (Table 2:1) effectively defines "Intrinsic Customer" (as used in the ITN; those for whom "*Detailed account data*" shall be provided to DMS without any requirement for extra permission from users) to include the seven scenarios for "*Eligible Endusers*" under "*Current User of SUNCOM Billed by DivTel*".

The table below (Table 2:1) effectively defines "Discretionary Customer" (as used in the ITN; those for whom "*Contact only data*" shall be provided to DMS without any requirement for the extra permission from users) to include the six scenarios for "*Eligible Endusers*" under "*All Other Contracts or Agreements*".

Eligible Endusers	**Current User of SUNCOM**	**All Other Contracts or**

	Billed by DivTel	Agreements
State Agencies	Detailed account data	Detailed account data
Legislative	Detailed account data	Contact only data
Judicial	Detailed account data	Contact only data
State Universities	Detailed account data	Contact only data
Other Statutorily Established Political Subdivisions	Detailed account data	Contact only data
Cities and Counties	Detailed account data	Contact only data
Private Colleges, Private Libraries & Qualifying Nonprofits	Detailed account data	Contact only data

Table 2:1

"Detailed account data" – Service Provider agrees to provide all requested data

"Contact only data" – Service Provider agrees to:

- Co-develop with DMS, MCS marketing material
- Within 3 months of existing contract expiration date, share marketing material with these CRUs.

2.07 Billing Data Fields

Column Header	Column Format	Source Level	Possible Values	Description

Column Header	Column Format	Source Level	Possible Values	Description
Section ID	VARCHAR(10)	ALL	"DL" = Detailed Level "SL" = Summary Level "SLI" = Summary Level Information "IRA" = Invoice Remit Amount "DOC" = Documentation "BIL" = Billing	The type of data presented in the row. Note IRA is the proper amount(s) to pay to the remit address for that row. Billing FANs will have a single IRA row for a single amount due for the entire FAN. Fulfillment FANs will have an IRA row for each amount due for each billing account. Reporting FANs will have an IRA row for each amount due for each billing account and may also have an additional IRA row for an amount due for the FAN.
Billing Entity Level	VARCHAR(10)	ALL	"FAN" = Foundation Account Number "BAN" = Billing Account Number "CTN" = Cellular Telephone Number	The level of billing the charge is applied to the end user (CTN) or the billing account (BAN) where no CTN is specified or the foundation account (FAN) where no BAN or CTN are specified.
Foundation Account Type	VARCHAR(100)	FAN	"Reporting" "Billing" "Fulfillment"	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. The field is left blank on Fulfillment FANs.
Remit To (address)	VARCHAR(100)	FAN/BAN	Unique Data	Fulfillment FANs are invoiced at each BAN level only so only the BAN Remit Address should be used. Billing FANs are invoiced at the FAN level only so only the FAN Remit Address should be used. Reporting FANs are invoiced at each BAN level so the BAN Remit Address should be used. In addition, it is possible that there is also a FAN level invoice so the FAN Remit Address may also be used.

Column Header	Column Format	Source Level	Possible Values	Description
Due Date	YYYYMMDD	FAN/BAN	Unique Data	For a Billing FAN, the date the payment is due for this invoice. For a Reporting FAN, the date listed here is the date the payment is due for only FAN level charges.
Foundation Account Number	VARCHAR(22)	FAN	Unique Data	Number assigned to the Foundation Account Name. This field will be blank for Fulfillment FANs.
Foundation Account Name	VARCHAR(100)	FAN	Unique Data	Name assigned to the Foundation Account Number. This field will be blank for Fulfillment FANs.
Billing Account Number	VARCHAR(22)	BAN/CTN	Unique Data	Account number for each Billing Account (BAN). This will be blank on FAN level rows (where Billing Entity Level = FAN).
Billing Account Name	VARCHAR(100)	BAN/CTN	Unique Data	Name for each Billing Account (BAN). This will be blank on FAN level rows (where Billing Entity Level = FAN).
BAN Invoice Number	VARCHAR(100)	BAN	Unique Data	Invoice number assigned to the Billing Account's total invoice.
Period End Date	YYYYMMDD	FAN/BAN/CTN	Unique Data	The bill cycle end date. Note: the FAN rows will show the consolidated bill cycle end date while the BAN rows will show the individual billing account cycle end date.
Wireless Number	VARCHAR(22)	BAN/CTN	Unique Data	End user cellular telephone number. Also known as CTN (cellular telephone number). This will be blank on FAN level rows.
User Name	VARCHAR(35)	BAN/CTN	Unique Data	End user name as provided by customer. This will be blank on FAN and BAN level rows.
FAN Invoice Number	VARCHAR(100)	FAN	Unique Data	Invoice number assigned to the Foundation Account's FAN level invoice (where applicable). For Billing FANs, there is a single FAN Invoice so this number will be the same for every wireless user and billing account under the foundation account for this billing period. For Reporting FANs, this only applies if there is a FAN Level charge. This does not apply to Fulfillment FANs.
FAN Invoice Date	YYYYMMDD	FAN	Unique Data	Consolidated invoice date for the Foundation Account Number (FAN).

Column Header	Column Format	Source Level	Possible Values	Description
FAN Invoice Previous Balance	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. The total amount due from the previous bill period.
FAN Invoice Total Payments	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN payment was applied. Total of payments made since previous invoice.
FAN Invoice Payment Date	YYYYMM DD	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN payment was applied. The date the payment was posted.
FAN Invoice Past Due	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Total amount past due from previous bill period.
Adjustment to Previous Balance Description	VARCHA R(80)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Description of "adjustments" made at the BAN or CTN level that were applied as "balance impacting" or adjustments made to the balance from the prior bill period. An itemization of these adjustments can be found in the appropriate billing account section of the file.
Adjustment to Previous Balance Amount	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Sum of all adjustments made at the BAN or CTN level that were applied as "balance impacting" or adjustments made to the balance from the prior bill period. An itemization of these adjustments can be found in the appropriate billing account section of the file.
Adjustment Type	Char	FAN	"F" = FAN	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due.
FAN Level NBS Charges and Credits Description	VARCHA R(50)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Description of each adjustment made to the FAN level where no BAN or CTN is specified.

Column Header	Column Format	Source Level	Possible Values	Description
FAN Level NBS Charges and Credits Amount	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Amount of each adjustment made to the FAN level where no BAN or CTN is specified.
FAN Invoice Total Current Charges	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due. Amount due for current bill period only.
FAN Invoice Amount Due	Number (14,2)	FAN	Unique Data	Applicable only to Billing FANs where a FAN level balance is due. May also apply to Reporting FANs IF a FAN level balance is due. Total amount due for FAN including past and current due amounts. Or can be calculated by summing: FAN Invoice Previous Balance > FAN Invoice Total Payments > Adjustment to Previous Balance Amount > FAN Level NBS Charges and Credits Amount.> FAN Invoice Total Current Charges = FAN Invoice Amount Due. Note, all these values will be in the FAN IRA row except the FAN Level NBS Charges and Credits as they are itemized on SL rows immediate below the IRA row.
FAN User Defined Label 1	VARCHAR(20)	FAN	Unique Data	User defined label field 1 Name (only applies if customer uses UDLs)
Service ID 1 (UDL 1 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 1 for user (only applies if customer uses UDLs)
FAN User Defined Label 2	VARCHAR(20)	FAN	Unique Data	User defined label field 2 Name (only applies if customer uses UDLs)
Service ID 2 (UDL 2 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 2 for user (only applies if customer uses UDLs)
FAN User Defined Label 3	VARCHAR(20)	FAN	Unique Data	User defined label field 3 Name (only applies if customer uses UDLs)
Service ID 3 (UDL 3 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 3 for user (only applies if customer uses UDLs)
FAN User Defined Label 4	VARCHAR(20)	FAN	Unique Data	User defined label field 4 Name (only applies if customer uses UDLs)

Column Header	Column Format	Source Level	Possible Values	Description
Service ID 4 (UDL 4 - CTN Level)	VARCHAR(35)	CTN	Unique Data	User defined label value 4 for user (only applies if customer uses UDLs)
Voice Pooling Rate Plan Code	VARCHAR(15)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the rate plan code. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Voice Pool Name	VARCHAR(50)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the pool name. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling MOU Contribution	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of minutes the wireless number contributes to the pool for that billing cycle. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling Bucket MOU Used	Number(9)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of voice minutes used - up to the individual user's bucket amount. Any minutes under then appear in Airtime under. Any minutes over then appear in Airtime over. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Airtime Over	Number(9)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of minutes used that were over the allotted contribution. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.

Column Header	Column Format	Source Level	Possible Values	Description
Airtime Under	Number(9)	CTN	Unique Data	If enrolled in Voice Pooling, the number of minutes in the package that were not used. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Voice Allocation Factor	Number(6, 4)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, SUM (Airtime Under) / SUM (Airtime Over). The ratio (from 0 to 1) of Airtime Under to Airtime Over that determines the Pool level credit percentage applied back to each subscriber. Calculated at a Pool level by summing the Airtime Under for the Pool, and dividing by the sum of the Airtime Over for the Pool. Ratios over 1 are replaced by 1. When the allocation factor is less than 1 then there were more minutes over than under thus only a partial credit for usage is issued. When the allocation factor is 1, there are more minutes under than over thus a full credit for all voice overage per user is applied.
Allocated Back Minutes	Number(14 ,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the number of minutes that were charged overage but are now getting a credit back when other members in the pool have unused minutes. It is calculated by multiplying the Airtime Over (for a subscriber) by the Allocation Factor (for the Pool). For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Additional Minutes Rate	Number(7, 4)	CTN	Unique Data	The rate per minute charged/credited used to calculate the Allocated Back credit by multiplying by the number of allocated back minutes.
Voice Allocated Back Credit	Number(14 ,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, the amount credited back due to other members in the pool that have unused minutes. It is calculated by multiplying the Airtime Charges (for a subscriber) by the Allocation Factor (for the Pool).

Column Header	Column Format	Source Level	Possible Values	Description
Total Voice Tax Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, tax calculated on the allocated back credit for Airtime Charges.
Total Voice Pooling Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling, total of all voice pooling credits including taxes.
Voice MAC Adjustment	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Voice Pooling and receive a National Account Discount based on Airtime Charges, the reduction of the National Account Discount due to the crediting of the Airtime charges per the pooling calculation.
Data Pooling Rate Plan Code	VARCHAR(15)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the rate plan code. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Data Pool Name	VARCHAR(50)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the pool name. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling KB Contribution	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs the wireless number contributes to the pool for that billing cycle. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Pooling Bucket KB Used	Number(9)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs used - up to the individual user's bucket amount. Any KBs under then appear in KB under. Any KBs over then appear in KB over. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.

Column Header	Column Format	Source Level	Possible Values	Description
KB Over	Number(9)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs used that were over the allotted contribution. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
KB Under	Number(9)	CTN	Unique Data	If enrolled in Data Pooling, the number of KBs in the package that were not used. For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Data Allocation Factor	Number(6, 4)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, SUM (KB Under) / SUM (KB Over). The ratio (from 0 to 1) of KB Under to KB Over that determines the Pool level credit percentage applied back to each subscriber. Calculated at a Pool level by summing the KB Under for the Pool, and dividing by the sum of the KB Over for the Pool. Ratios over 1 are replaced by 1. When the allocation factor is less than 1 then there were more KBs over than under thus only a partial credit for usage is issued. When the allocation factor is 1, there are more KBs under than over thus a full credit for all voice overage per user is applied.
Allocated Back KB	Number(14 ,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the number of KBs that were charged overage but are now getting a credit back when other members in the pool have unused KBs. It is calculated by multiplying the KB Over (for a subscriber) by the Allocation Factor (for the Pool). For Billing and Reporting FANs with BAN level pooling, the detail will appear here as well as the BAN Level Pooling Fields. This field does not apply to Fulfillment FANs.
Additional KB rate	Number(14 ,4)	CTN	Unique Data	The rate per KB charged/credited used to calculate the Allocated Back credit by multiplying by the number of allocated back KBs

Column Header	Column Format	Source Level	Possible Values	Description
Data Allocated Back Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, the amount credited back due to other members in the pool that have unused KBs. It is calculated by multiplying the Data Usage Charges (for a subscriber) by the Allocation Factor (for the Pool).
Total Data Tax Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, tax calculated on the allocated back credit for Data Usage Charges.
Total Data Pooling Credit	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling, total of all data pooling credits including taxes.
Data MAC Adjustment	Number(14,2)	CTN	Unique Data	If enrolled in FAN Level Data Pooling and receive a National Account Discount based on Data Usage Charges, the reduction of the National Account Discount due to the crediting of the Data Usage charges per the pooling calculation.

Column Header	Column Format	Source Level	Possible Values	Description
Section_1	VARCHAR(100)	BAN/CTN	"Wireless Line Summary" when Billing Entity Level = "CTN" When Billing Entity Level = "BAN" several values to represent payment and balance activity may appear: "Previous Balance" "Total Payments" "Adjustments to Previous Balance" "Remaining (Past Due) Balance" "Total Current Charges" "Total Amount Due" "Prior Activity" "Wireless Details"	Multi-purpose field corresponding to the highest level of information from the paper bill. All BAN remittance fields shall appear in this section. The corresponding amount appears in the Amount column.

Column Header	Column Format	Source Level	Possible Values	Description
Section_2	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row. When the value of this field equals "Total Charges" then the "Total Charge" column will display the amount billed for that user. Note, this does not include later adjustments applied to the BAN or FAN level. Reminder: the proper amounts due for invoices are at the BAN or FAN level and represented by an IRA row only. When Section_1 equals "Wireless Details" and Section_2 equals "Total" this is the total current charges for each user on the BAN summed together. When Section_1 equals "Wireless Details" and Section_2 equals "Total Amount Due" this is the total current charges for each user on the BAN summed with BAN level charges. For Reporting and Fulfillment FANs, this should match the values for Section ID = IRA and Billing Entitiy Level = BAN and Section_1 "Total Current Charges" value populated in the Amount field. NOTE FOR BILLING FANS: this is not an amount to be paid because Billing FANs are invoiced a single amount at the FAN level. See row with Section ID = IRA and Billing Entity LEvel = FAN for actual invoice amount due.
Section_3	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Section_4	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Section_5	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.

Column Header	Column Format	Source Level	Possible Values	Description
Section_6	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Section_7	VARCHAR(100)	BAN/CTN	Unique Data	Descriptive columns providing details about the charge or usage amount appearing in various other columns in that row.
Period	MM/DD-MM/DD	BAN/CTN	Unique Data	The date range the charge/credit spans. Usually pertains to rate plans and features.
Prorated Charge	Number(14,2)	BAN/CTN	Unique Data	When there is a partial charge for a partial month of a recurring charge, the value is listed here.
Monthly Charge	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Amount	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill. Caution: this field may contain dollar amounts or in the case of Directory Assistance the number of calls.
Total	Number(14,2)	BAN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Total Charge	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Monthly Service	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Usage Charges	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Credits Adj & Other Charges	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Government Fees & Taxes	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Non-Comm Related Charges	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Monthly Service Charges section of the paper bill.
Minutes Included in Plan	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Minutes Used	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Billed Minutes	Number(14)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.

Column Header	Column Format	Source Level	Possible Values	Description
Billed Rate	Number(14,2)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Msg/KB/MB Included In Plan	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
MSG/KB/MB Used	Number(9)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Billed Msg/KB/MB	Number(14)	BAN/CTN	Unique Data	Corresponding to the Usage Charges Details section of the paper bill.
Shared Text Msgs	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Shared MMS Msgs	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Shared KBs	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Other Shared Minutes	Number(9)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed Text Msgs	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed MMS Msgs	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed KBs	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
Billed Charges	Number(14,2)	BAN/CTN	Unique Data	Pertains to Group Plans Only
BAN Pooling Type	VARCHAR(20)	BAN/CTN	"D" = Data "V" = Voice	Pertains to BAN Level pooling only. This field designates if the pool is voice or data.
BAN Pooling Rate Plan Code	VARCHAR(50)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. The rate plan code.
BAN Pooling Allowance (Min/KB)	Number(9)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. How many minutes/KBs the user was allocated to use or contribute to the pool.
BAN Pooling Used (Min/KB)	Number(9)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. How many minutes/KBs the user used. Rarely used for special billing circumstance where user is awarded a free package of bonus minutes.
BAN Pooling Allocated Back (Min/KB)	Number(9)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. If other users have minutes/KBs remaining they can be allocated to users that went over their allocated amount.

Column Header	Column Format	Source Level	Possible Values	Description
BAN Pooling Adjustment Amount ($)	Number(14,2)	BAN/CTN	Unique Data	Pertains to BAN Level pooling only. If other users have minutes/KBs remaining, they can be allocated to users that went over their allocated amount - the dollar amount of charges credits back.
Left (Min)	Number(9)	BAN/CTN	Unique Data	Rarely used for special billing circumstance where user is awarded a free package of bonus minutes.
Exp Date	YYYYMMDD	BAN/CTN	Unique Data	Rarely used for special billing circumstance where user is awarded a free package of bonus minutes.
Rollover Minutes	Number(9)	BAN/CTN	Unique Data	Only applicable when user subscribes to a plan offering Rollover Minutes. Section_2 will equal "Summary of Rollover Minutes."
FAN Contract Reference Number	VARCHAR(100)	FAN	Unique Data	Applicable only to Billing FANs or Reporting FANs where a FAN level balance is due.
CLIN	VARCHAR(50)	BAN/CTN	Unique Data	If enrolled in CLIN billing, the Contract Line Item Number
CLIN Total Due	Number(14,2)	BAN	Unique Data	Total due per CLIN (Contract Line Item Number).
Quantity	Number(14,2)	BAN/CTN	Unique Data	The quantity of equipment units ordered. May also apply to CLINs.
Equipment Transaction Date	YYYYMMDD	BAN	Unique Data	The date the equipment order was submitted.
Equipment Transaction Number	VARCHAR2(100)	BAN	Unique Data	The transaction number of the equipment order.
Equipment Item Description	VARCHAR2(500)	BAN	Unique Data	The description of the individual item ordered.
Equipment Item ID	VARCHAR2(20)	BAN	Unique Data	The ID of the individual item ordered.
Equipment Unit Price	Number(14,2)	BAN	Unique Data	The price of each piece ordered.
Item Number	Number(9)	BAN	Unique Data	The line item number as seen on the paper bill.
CoPay Allowance Amount	Number(14,2)	BAN	Unique Data	Pertains to Co-Pay only.
CoPay Employee Name	VARCHAR2(100)	BAN	Unique Data	Pertains to Co-Pay only.

Column Header	Column Format	Source Level	Possible Values	Description
Wireless Line Credit To Number	Number(9)	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit Date of Call	YYYYMM DD	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit Time of Call	HH:MM	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit Call To	VARCHA R2(100)	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only
Wireless Line Credit for Number Called	VARCHA R2(22)	BAN	Unique Data	Pertains to BAN level Wireless Line Credits only

Listed below are the available fields for the detailed usage file:

Column Header	Column Format	Source Level	Possible Values	Description
Section ID	VARCHAR(10)	NA	"BIL" = Billing Info "DL" = Detailed Level	The type of data presented in the row.
Foundation Account Number	VARCHAR(22)	FAN		Name assigned to the Foundation Account Number. Only populated on row where Section ID = "BIL."
Foundation Account Name	VARCHAR(100)	FAN		Number assigned to the Foundation Account Name. Only populated on row where Section ID = "BIL."
Billing Account Number	VARCHAR(22)	BAN		Account number for each Billing Account (BAN).
Billing Account Name	VARCHAR(100)	BAN		Name for each Billing Account (BAN).
Wireless Number	Number (16)	CTN		End user cellular telephone number. Also known as CTN (cellular telephone number).

Column Header	Column Format	Source Level	Possible Values	Description
Market Cycle End Date	YYYYMMDD	CTN		Bill cycle close date for the Billing Account.
Item	Number (9)	CTN		A sequential line item number.
Date	YYYYMMDD	CTN		The date the event occurred.
Time	HH:MM	CTN		The time of day the event occurred. Time zone is that of the physical location of the user when the event occurred.
Rate Code	VARCHAR(10)	CTN	See Legend	An acronym representing a time of day description.
Rate Period	VARCHAR(250)	CTN		When the Rate Period column is populated with an acronym, the Rate Period Legend is populated with short descriptions of that acronym.
Feature	VARCHAR(35)	CTN	See Legend	When an event has special rating due to a feature being applied. For example, if the call was free due to a mobile-to-mobile event, the field may indicate MTM.
Type Code	VARCHAR(10)	CTN		
Legend	VARCHAR(250)	CTN		When the Feature column is populated with an acronym, the Feature Legend field is populated with a short description of that acronym.
Voice/Data Indicator	char	CTN	"V" = Voice "D" = Data	Indicates of the event was a voice call or a data event which could be a data or a messaging event.

Column Header	Column Format	Source Level	Possible Values	Description
Roaming Indicator	char	CTN	"YES" = event occurred while user roamed "NO" = event occurred domestically	Indicates of the event occurred while the user was in the home calling area (No) or roaming (Yes). *Possible enhancement in near future, map this field to the following values:* *"HOME" = Home Call* *"DL" = Domestic LD* *"IL" = International LD* *"DR" = Domestic Roaming* *"IR" = International Roaming* *"DLDR" = Domestic LD and Domestic Roaming* *"ILIR" = International LD and International Roaming* *"ILDR" = International LD and Domestic Roaming*
Total Charges	Number (14,2)	CTN		Total charge for the event.
Voice Originating Location	VARCHAR(35)	CTN		The physical location of where the user was when the voice event occurred.
Voice Number Called To/From	Number (20)	CTN		The number the user dialed when the voice event was initiated.
Voice Called To	VARCHAR(35)	CTN		The location of where the called number was at the time of the voice event.
Minutes Used	Number (9)	CTN		Count of whole minutes for the voice event.
Airtime Charge	Number (14,2)	CTN		If the voice event resulted in a charge for airtime. Most common when the user exceeds free minute amount or has pay-per-use rate with no free minutes.
LD/Add Charge	Number (14,2)	CTN		If the event caused additional or long distances charges (most commonly international long distance).

Column Header	Column Format	Source Level	Possible Values	Description
Intl Tax	Number (14,2)	CTN		If the event occurred while roaming internationally, charges for tax from that roaming carrier may be passed to the user here.
Day	DDD	CTN		Day of the week that the data event occurred.
Data To/From	VARCHAR(35)	CTN		In most data events, the number of the user the event occurred with. May also indicate that it was a data transfer some a location other than another wireless user.
Data Originating Location	VARCHAR(35)	CTN		*Placeholder for future enhancement to show physical location of the user when data event occurs while roaming internationally.*
Data Type	VARCHAR(35)	CTN		A description of what type of data event occurred.
Data In/Out	VARCHAR(3)	CTN	"IN" = Inbound Event to user "OUT" = Outbound Event from user	Indicates if the data event was sent from the user or received by the user.
Data Usage Amount	Number (9)	CTN		Note: Value will always equal to "1" for Messaging events.
Data Usage Measure	VARCHAR(5)	CTN	"KB" = usage event is data "Msg" = usage event is messaging	Indicates of the data event was data or messaging.

Column Header	Column Format	Source Level	Possible Values	Description
Video Share Rate Code	VARCHAR(5)	CTN	List will change as new rates are added. To date these are the known values: VS10, VSC1, VSC2, VSC3, VSC4, VSCP, VSC2PCI, VSCUPCI, VSPPPCI, VS10PCI, VSC1PCI, VS3PCI, VSPP, VS3, VSCPPCI, VSU1, VSCU, VSFT	If subscribed to Video Share Calling Service: the rate plan code selected.
Video Share To/From	VARCHAR(22)	CTN		If subscribed to Video Share Calling Service: the number of the user the video was shared with.
Video Share In/Out	VARCHAR(3)	CTN	"IN" = Inbound Event to user "OUT" = Outbound Event from user	If subscribed to Video Share Calling Service: did the user send or receive a video.
Video Share Domestic Usage Charges	Number (9,2)	CTN		If subscribed to Video Share Calling Service: the charge for the event that occurred while in the home area.
Video Share Domestic Minutes	Number (9)	CTN		If subscribed to Video Share Calling Service: the number of minutes the event occurred while in the home area.
Video Share International Roaming Location	VARCHAR(35)	CTN		If subscribed to Video Share Calling Service: the physical location (an international roaming location) of the user when they shared the video.

Column Header	Column Format	Source Level	Possible Values	Description
Video Share International Roaming Charges	Number (9,2)	CTN		If subscribed to Video Share Calling Service: the charge for the event that occurred while in the user was roaming internationally.
Video Share International Roaming Minutes	Number (9)	CTN		If subscribed to Video Share Calling Service: the number of minutes the event occurred while the user was roaming internationally.

EXHIBIT 1-A
Pricing for Digital Voice Services

Parameters:

Unit: *Minutes*

Min .Vol: *500,000*

Max Req. Vol: *30,164,000*

Req. Plans: *1.1a - 1.44a*

Req. Columns: *either d3 OR d1 and d2*

Optn'l Columns: *d4*

If you intend to submit nationwide rates for Wireless Voice Minutes, please check this box. ☑

If you do not intend to submit pricing for Satellite Minutes, please check this box. ☐

Note:
Respondents may now provide a flat, monthly satellite services fee on Exhibit 6.

a1	b1	c1	d3	e3	f3	a2	b2	c2	d4	e4
			WIRELESS VOICE MINUTES NATIONWIDE						SATELLITE MINUTES	
PLAN #	MONTHLY PLAN QUANTITY (Minutes)	TIER	Plan Price	Straight Rate (col d3 ÷ col b1)	Variance from Target	PLAN #	MONTHLY PLAN QUANTITY (Minutes)	TIER	Plan Price	Straight Rate (col d4 ÷ col b2)
1.1a	500,000	Tier 1	$25,000	0.0500	0.0060	1.1b	250	Tier 1	$163	0.6520
1.2a	550,000	Tier 1	$27,500	0.0500	0.0060	1.2b	300	Tier 1	$195	0.6500
1.3a	605,000	Tier 1	$30,250	0.0500	0.0060	1.3b	400	Tier 1	$260	0.6500
1.4a	666,000	Tier 1	$33,330	0.0500	0.0060	1.4b	500	Tier 1	$325	0.6500
1.5a	733,000	Tier 1	$36,650	0.0500	0.0060	1.5b	600	Tier 1	$390	0.6500
1.6a	806,000	Tier 1	$40,300	0.0500	0.0060	1.6b	700	Tier 1	$455	0.6500
1.7a	887,000	Tier 1	$44,350	0.0500	0.0060	1.7b	800	Tier 1	$520	0.6500
1.8a	976,000	Tier 1	$48,800	0.0500	0.0060	1.8b	1,000	Tier 1	$650	0.6500
1.9a	1,074,000	Tier 1	$53,700	0.0500	0.0060	1.9b	1,200	Tier 1	$780	0.6500
1.10a	1,181,000	Tier 1	$59,050	0.0500	0.0060	1.10b	1,400	Tier 1	$910	0.6500
1.11a	1,299,000	Tier 1	$64,950	0.0500	0.0060	1.11b	1,700	Tier 1	$1,105	0.6500
1.12a	1,429,000	Tier 1	$71,450	0.0500	0.0060	1.12b	2,000	Tier 1	$1,300	0.6500
1.13a	1,572,000	Tier 1	$78,600	0.0500	0.0060	1.13b	2,400	Tier 1	$1,560	0.6500
1.14a	1,729,000	Tier 1	$86,450	0.0500	0.0060	1.14b	2,900	Tier 1	$1,885	0.6500
1.15a	1,902,000	Tier 1	$95,100	0.0500	0.0060	1.15b	3,500	Tier 1	$2,275	0.6500
1.16a	2,092,000	Tier 1	$104,600	0.0500	0.0060	1.16b	4,200	Tier 1	$2,730	0.6500
1.17a	2,301,000	Tier 2	$115,050	0.0500	0.0100	1.17b	5,000	Tier 2	$3,250	0.6500
1.18a	2,531,000	Tier 2	$126,550	0.0500	0.0100	1.18b	6,000	Tier 2	$3,900	0.6500
1.19a	2,784,000	Tier 2	$139,200	0.0500	0.0100	1.19b	7,200	Tier 2	$4,680	0.6500
1.20a	3,062,000	Tier 2	$153,100	0.0500	0.0100	1.20b	8,600	Tier 2	$5,590	0.6500
1.21a	3,368,000	Tier 2	$168,400	0.0500	0.0100	1.21b	10,000	Tier 2	$6,500	0.6500
1.22a	3,705,000	Tier 2	$185,250	0.0500	0.0100	1.22b	12,000	Tier 2	$7,800	0.6500
1.23a	4,076,000	Tier 2	$203,800	0.0500	0.0100	1.23b	14,000	Tier 2	$9,100	0.6500
1.24a	4,484,000	Tier 3	$224,200	0.0500	0.0150	1.24b	15,000	Tier 3	$9,750	0.6500
1.25a	4,932,000	Tier 3	$246,600	0.0500	0.0150	1.25b	17,000	Tier 3	$11,050	0.6500
1.26a	5,425,000	Tier 3	$271,250	0.0500	0.0150	1.26b	19,000	Tier 3	$12,350	0.6500
1.27a	5,968,000	Tier 3	$298,400	0.0500	0.0150	1.27b	21,000	Tier 3	$13,650	0.6500
1.28a	6,565,000	Tier 3	$328,250	0.0500	0.0150	1.28b	23,000	Tier 3	$14,950	0.6500
1.29a	7,222,000	Tier 3	$361,100	0.0500	0.0150	1.29b	25,000	Tier 3	$16,250	0.6500
1.30a	7,944,000	Tier 3	$397,200	0.0500	0.0150	1.30b	28,000	Tier 3	$18,200	0.6500
1.31a	8,738,000	Tier 4	$436,900	0.0500	0.0200	1.31b	31,000	Tier 4	$20,150	0.6500
1.32a	9,612,000	Tier 4	$480,600	0.0500	0.0200	1.32b	34,000	Tier 4	$22,100	0.6500
1.33a	10,573,000	Tier 4	$528,650	0.0500	0.0200	1.33b	37,000	Tier 4	$24,050	0.6500
1.34a	11,630,000	Tier 4	$581,500	0.0500	0.0200	1.34b	41,000	Tier 4	$26,650	0.6500
1.35a	12,793,000	Tier 4	$639,650	0.0500	0.0200	1.35b	45,000	Tier 4	$29,250	0.6500
1.36a	14,072,000	Tier 5	$703,600	0.0500	0.0230	1.36b	50,000	Tier 5	$32,500	0.6500
1.37a	15,479,000	Tier 5	$773,950	0.0500	0.0230	1.37b	55,000	Tier 5	$35,750	0.6500
1.38a	17,027,000	Tier 5	$851,350	0.0500	0.0230	1.38b	61,000	Tier 5	$39,650	0.6500
1.39a	18,730,000	Tier 5	$936,500	0.0500	0.0230	1.39b	67,000	Tier 5	$43,550	0.6500
1.40a	20,603,000	Tier 6	$1,030,150	0.0500	0.0260	1.40b	74,000	Tier 6	$48,100	0.6500
1.41a	22,663,000	Tier 6	$1,133,150	0.0500	0.0260	1.41b	81,000	Tier 6	$52,650	0.6500
1.42a	24,929,000	Tier 6	$1,246,450	0.0500	0.0260	1.42b	89,000	Tier 6	$57,850	0.6500
1.43a	27,422,000	Tier 6	$1,371,100	0.0500	0.0260	1.43b	98,000	Tier 6	$63,700	0.6500
1.44a	30,164,000	Tier 6	$1,508,200	0.0500	0.0260	1.44b	108,000	Tier 6	$70,200	0.6500

EXHIBIT 1-B
Pricing for Features

Parameters:

Unit: *Subscriptions*

Min .Vol: *2,500*

Max Req. Vol: *150,820*

Req. Plans: *1B.1 - 1B.44**

Req. Columns: *d1 - d6**

Optn'l Columns: *None**

** For each of the following features, please indicate if the charge is included in the voice rates you provided on Exhibit 1-A by checking the associated box:*

- ☑ ***Call-forwarding***
- ☑ ***Call-waiting***
- ☑ ***Three-way Calling***
- ☑ ***Voicemail***
- ☑ ***Caller ID***
- ☑ ***ID Blocking***

a	b	c	d1	e1	d2	e2	d3	e3	d4	e4	d5	e5	d6	e6
			CALL FORWARDING		CALL WAITING		THREE-WAY CALLING		VOICEMAIL		CALLER ID		ID BLOCKING	
PLAN #	MONTHLY PLAN QUANTITY (Subscriptions)	TIER	*Plan Price*	*Straight Rate (col d1 ÷ col b)*	*Plan Price*	*Straight Rate (col d2 ÷ col b)*	*Plan Price*	*Straight Rate (col d3 ÷ col b)*	*Plan Price*	*Straight Rate (col d4 ÷ col b)*	*Plan Price*	*Straight Rate (col d5 ÷ col b)*	*Plan Price*	*Straight Rate (col d6 ÷ col b)*
1B.1	2,500	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.2	2,750	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.3	3,025	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.4	3,330	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.5	3,665	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.6	4,030	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.7	4,435	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.8	4,880	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.9	5,370	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.10	5,905	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.11	6,495	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.12	7,145	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.13	7,860	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.14	8,645	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.15	9,510	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.16	10,460	Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.17	11,505	Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.18	12,655	Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.19	13,920	Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.20	15,310	Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.21	16,840	Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.22	18,525	Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.23	20,380	Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.24	22,420	Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.25	24,660	Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.26	27,125	Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.27	29,840	Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.28	32,825	Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.29	36,110	Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.30	39,720	Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.31	43,690	Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.32	48,060	Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.33	52,865	Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.34	58,150	Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.35	63,965	Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.36	70,360	Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.37	77,395	Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.38	85,135	Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.39	93,650	Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.40	103,015	Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.41	113,315	Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.42	124,645	Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.43	137,110	Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.44	150,820	Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2-A
Pricing for Wireless Data Services

Parameters:

Unit: *Megabytes*

Min .Vol: *500,000 MB*

Max Req. Vol: *23,221,000MB*

Req. Plans: *2.1a - 2.35a**

Req. Columns: *d1**

Optn'l Columns: *d2*

** Submitting rates for data plans on Exhibit 6 will also satisfy this*

If you do not intend to submit pricing for ***pooled Wireless Data****, please check this box.* ☐

If you do not intend to submit pricing for Satellite Data, please check this box. ☐

Note:
Respondents may now provide a flat, monthly satellite services fee on Exhibit 6.

a1	b1		c1	d1	e1		a2	b2		c2	d2	e2
PLAN #	MONTHLY PLAN QUANTITY	UNIT	TIER	WIRELESS DATA			PLAN #	MONTHLY PLAN QUANTITY	UNIT	TIER	SATELLITE DATA	
				Plan Price	*Straight Rate (col d1 ÷ col b1)*	*Variance from Target*					*Plan Price*	*Straight Rate (col d2 ÷ col b2)*
2.1*a*	500,000	Megabytes	Tier 1	150,000	0.3000	0.2650	2.1*b*	1	Megabytes	Tier 1	5	5.0000
2.2*a*	1,000,000	Megabytes	Tier 1	300,000	0.3000	0.2650	2.2*b*	5	Megabytes	Tier 1	25	5.0000
2.3*a*	1,100,000	Megabytes	Tier 1	330,000	0.3000	0.2650	2.3*b*	10	Megabytes	Tier 1	50	5.0000
2.4*a*	1,210,000	Megabytes	Tier 1	363,000	0.3000	0.2650	2.4*b*	25	Megabytes	Tier 1	125	5.0000
2.5*a*	1,331,000	Megabytes	Tier 1	399,300	0.3000	0.2650	2.5*b*	50	Megabytes	Tier 1	250	5.0000
2.6*a*	1,464,000	Megabytes	Tier 1	439,200	0.3000	0.2650	2.6*b*	100	Megabytes	Tier 1	500	5.0000
2.7*a*	1,610,000	Megabytes	Tier 1	483,000	0.3000	0.2650	2.7*b*	130	Megabytes	Tier 1	650	5.0000
2.8*a*	1,771,000	Megabytes	Tier 1	531,300	0.3000	0.2650	2.8*b*	160	Megabytes	Tier 1	800	5.0000
2.9*a*	1,948,000	Megabytes	Tier 2	584,400	0.3000	0.2680	2.9*b*	200	Megabytes	Tier 2	1,000	5.0000
2.10*a*	2,143,000	Megabytes	Tier 2	642,900	0.3000	0.2680	2.10*b*	250	Megabytes	Tier 2	1,250	5.0000
2.11*a*	2,357,000	Megabytes	Tier 2	707,100	0.3000	0.2680	2.11*b*	310	Megabytes	Tier 2	1,550	5.0000
2.12*a*	2,593,000	Megabytes	Tier 2	777,900	0.3000	0.2680	2.12*b*	390	Megabytes	Tier 2	1,950	5.0000
2.13*a*	2,852,000	Megabytes	Tier 2	855,600	0.3000	0.2680	2.13*b*	490	Megabytes	Tier 2	2,450	5.0000
2.14*a*	3,137,000	Megabytes	Tier 2	941,100	0.3000	0.2680	2.14*b*	610	Megabytes	Tier 2	3,050	5.0000
2.15*a*	3,451,000	Megabytes	Tier 2	1,035,300	0.3000	0.2680	2.15*b*	760	Megabytes	Tier 2	3,800	5.0000
2.16*a*	3,796,000	Megabytes	Tier 3	1,138,800	0.3000	0.2710	2.16*b*	950	Megabytes	Tier 3	4,750	5.0000
2.17*a*	4,176,000	Megabytes	Tier 3	1,252,800	0.3000	0.2710	2.17*b*	1,200	Megabytes	Tier 3	6,000	5.0000
2.18*a*	4,594,000	Megabytes	Tier 3	1,378,200	0.3000	0.2710	2.18*b*	1,500	Megabytes	Tier 3	7,500	5.0000
2.19*a*	5,053,000	Megabytes	Tier 3	1,515,900	0.3000	0.2710	2.19*b*	1,900	Megabytes	Tier 3	9,500	5.0000
2.20*a*	5,558,000	Megabytes	Tier 3	1,667,400	0.3000	0.2710	2.20*b*	2,400	Megabytes	Tier 3	12,000	5.0000
2.21*a*	6,114,000	Megabytes	Tier 4	1,834,200	0.3000	0.2750	2.21*b*	2,800	Megabytes	Tier 4	14,000	5.0000
2.22*a*	6,725,000	Megabytes	Tier 4	2,017,500	0.3000	0.2750	2.22*b*	3,200	Megabytes	Tier 4	16,000	5.0000
2.23*a*	7,398,000	Megabytes	Tier 4	2,219,400	0.3000	0.2750	2.23*b*	3,700	Megabytes	Tier 4	18,500	5.0000
2.24*a*	8,138,000	Megabytes	Tier 4	2,441,400	0.3000	0.2750	2.24*b*	4,300	Megabytes	Tier 4	21,500	5.0000
2.25*a*	8,952,000	Megabytes	Tier 4	2,685,600	0.3000	0.2750	2.25*b*	4,900	Megabytes	Tier 4	24,500	5.0000
2.26*a*	9,847,000	Megabytes	Tier 5	2,954,100	0.3000	0.2800	2.26*b*	5,600	Megabytes	Tier 5	28,000	5.0000
2.27*a*	10,832,000	Megabytes	Tier 5	3,249,600	0.3000	0.2800	2.27*b*	6,400	Megabytes	Tier 5	32,000	5.0000
2.28*a*	11,915,000	Megabytes	Tier 5	3,574,500	0.3000	0.2800	2.28*b*	7,400	Megabytes	Tier 5	37,000	5.0000
2.29*a*	13,107,000	Megabytes	Tier 5	3,932,100	0.3000	0.2800	2.29*b*	8,500	Megabytes	Tier 5	42,500	5.0000
2.30*a*	14,418,000	Megabytes	Tier 5	4,325,400	0.3000	0.2800	2.30*b*	9,800	Megabytes	Tier 5	49,000	5.0000
2.31*a*	15,860,000	Megabytes	Tier 5	4,758,000	0.3000	0.2800	2.31*b*	11,300	Megabytes	Tier 5	56,500	5.0000
2.32*a*	17,446,000	Megabytes	Tier 6	5,233,800	0.3000	0.2850	2.32*b*	13,000	Megabytes	Tier 6	65,000	5.0000
2.33*a*	19,191,000	Megabytes	Tier 6	5,757,300	0.3000	0.2850	2.33*b*	15,000	Megabytes	Tier 6	75,000	5.0000
2.34*a*	21,110,000	Megabytes	Tier 6	6,333,000	0.3000	0.2850	2.34*b*	17,300	Megabytes	Tier 6	86,500	5.0000
2.35*a*	23,221,000	Megabytes	Tier 6	6,966,300	0.3000	0.2850	2.35*b*	19,900	Megabytes	Tier 6	99,500	5.0000

EXHIBIT 2-B
Pricing for Push-to-Talk Services

Parameters:

Unit: *Subscriptions*

Min Vol: *None*

Max Req. Vol: *None*

Req. Plans: *None*

Req. Columns: *None*

Optn'l Columns: *All*

If you do not intend to submit pricing for Push-to-Talk service please check this box. ☐

If you do not intend to submit pricing for P-t-T Interoperabiity please check this box. ☐

	a	b	c1	d1	e1		d3	e3		d2	e2		d3	e3	
				PUSH-to-TALK (CDMA)			P-t-T INTEROPERABILITY (CDMA)			PUSH-to-TALK (Iden)			P-t-T INTEROPERABILITY (Iden)		
	PLAN #	MONTHLY PLAN QUANTITY	TIER	*Plan Price*	*Straight Rate (col d1 + col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d3 + col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 + col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d3 + col b)*	*Variance from Target*
	2B.1	100	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.2	200	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.3	300	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.4	400	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.5	500	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.6	700	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.7	900	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.8	1,200	Tier 1	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.9	1,400	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.10	1,700	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.11	2,000	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.12	2,400	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.13	3,000	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.14	4,000	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.15	5,000	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.16	6,000	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.17	7,000	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.18	8,000	Tier 2	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.19	9,000	Tier 3	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.20	10,000	Tier 3	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.21	11,000	Tier 3	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.22	12,000	Tier 3	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.23	13,000	Tier 3	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.24	14,000	Tier 3	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.25	15,000	Tier 3	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.26	17,000	Tier 4	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.27	19,000	Tier 4	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.28	21,000	Tier 4	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.29	23,000	Tier 4	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.30	25,000	Tier 5	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.31	28,000	Tier 5	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.32	31,000	Tier 5	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.33	34,000	Tier 5	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.34	37,000	Tier 6	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.35	41,000	Tier 6	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.36	45,000	Tier 6	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	
	2B.37	50,000	Tier 6	N/A	N/A		N/A	N/A		N/A	#VALUE!		N/A	N/A	

Please also provide the hourly rate for setup/install services related to Push-to-Talk Interoperability systems.

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EXHIBIT 3-A
Pricing for Messaging Services

Parameters:
Unit: *Messages*
Min .Vol: *10,000*
Max Req. Vol: *8,136,000*
Req. Plans: *3.1 - 3.43*
Req. Columns: *d1 OR d3*
Optn'l Columns: *d2, d4*

If you intend to submit a single rate for both SMS & MMS protocols, please check this box. ☑

a	b	c
PLAN #	MONTHLY PLAN QUANTITY	TIER
3.1	10,000	Tier 1
3.2	30,000	Tier 1
3.3	38,000	Tier 1
3.4	48,000	Tier 1
3.5	60,000	Tier 1
3.6	75,000	Tier 1
3.7	94,000	Tier 1
3.8	118,000	Tier 1
3.9	148,000	Tier 2
3.10	185,000	Tier 2
3.11	231,000	Tier 2
3.12	289,000	Tier 2
3.13	361,000	Tier 2
3.14	451,000	Tier 2
3.15	564,000	Tier 2
3.16	620,000	Tier 3
3.17	682,000	Tier 3
3.18	750,000	Tier 3
3.19	825,000	Tier 3
3.20	908,000	Tier 3
3.21	999,000	Tier 3
3.22	1,099,000	Tier 3
3.23	1,209,000	Tier 3
3.24	1,330,000	Tier 3
3.25	1,463,000	Tier 3
3.26	1,609,000	Tier 4
3.27	1,770,000	Tier 4
3.28	1,947,000	Tier 4
3.29	2,142,000	Tier 4
3.30	2,356,000	Tier 4
3.31	2,592,000	Tier 5
3.32	2,851,000	Tier 5
3.33	3,136,000	Tier 5
3.34	3,450,000	Tier 5
3.35	3,795,000	Tier 5
3.36	4,175,000	Tier 5
3.37	4,593,000	Tier 6
3.38	5,052,000	Tier 6
3.39	5,557,000	Tier 6
3.40	6,113,000	Tier 6
3.41	6,724,000	Tier 6
3.42	7,396,000	Tier 6
3.43	8,136,000	Tier 6

Messaging Costs (per message)

Outbound Volume	Outbound (Mobile Terminated, MT)		Inbound (Mobile Originated, MO)
Total MT Volume	Domestic MT*	International MT**	All MOs (domestic or international)
0-10k	Included		
10-50k	$0.06/msg		
50-100k	$0.057/msg	$0.0575/msg	$0.02/msg
100-250k	$0.051/msg		
250-500k	$0.045/msg		
500k+	$0.039/msg		

* Domestic includes U.S. and Canada only. Domestic MT price for all messages during a billing cycle is determined by the total number of domestic MT messages used during the billing cycle.

** List of international SMS operator reach can be provided upon request

All messages will be charged at the rate associated with the tier that encompasses the volume generated by the customer in a given month as depicted in the table above.

A one time setup fee of $1,600.00 applies.

EXHIBIT 3-C
Pricing for Message Logging Service

Parameters:
Unit: *Messages*
Min .Vol: *10,000*
Max Req. Vol: *8,136,000*
Req. Plans: *3C.1 - 3C.43*
Req. Columns: *d1**
Optn'l Columns: *d2*, d3**

*** Note:**
You must provide pricing for logging services for any messaging protocol for which pricing was submitted on Exhibit 3-A. This requirement may also be met by providing logging services as a flat, monthly fee on Exhibit 6. Any respondent who elects to provide such a fee, may omit this exhibit. Rates may not be submitted on both exhibits.

a	b	c	d1	e1	f1	d2	e2
PLAN #	MONTHLY PLAN QUANTITY	TIER	SMS MESSAGE LOGGING			MMS MESSAGE LOGG	
			Plan Price	*Straight Rate (col d1 + col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 + col b)*
3C.1	10,000	Tier 1					
3C.2	30,000	Tier 1					
3C.3	38,000	Tier 1					
3C.4	48,000	Tier 1					
3C.5	60,000	Tier 1					
3C.6	75,000	Tier 1					
3C.7	94,000	Tier 1					
3C.8	118,000	Tier 1					
3C.9	148,000	Tier 2					
3C.10	185,000	Tier 2					
3C.11	231,000	Tier 2					
3C.12	289,000	Tier 2					
3C.13	361,000	Tier 2					
3C.14	451,000	Tier 2					
3C.15	564,000	Tier 2					
3C.16	620,000	Tier 3					
3C.17	682,000	Tier 3					
3C.18	750,000	Tier 3					
3C.19	825,000	Tier 3					
3C.20	908,000	Tier 3					
3C.21	999,000	Tier 3					
3C.22	1,099,000	Tier 3					
3C.23	1,209,000	Tier 3					
3C.24	1,330,000	Tier 3					
3C.25	1,463,000	Tier 3					
3C.26	1,609,000	Tier 4					
3C.27	1,770,000	Tier 4					
3C.28	1,947,000	Tier 4					
3C.29	2,142,000	Tier 4					
3C.30	2,356,000	Tier 4					
3C.31	2,592,000	Tier 5					
3C.32	2,851,000	Tier 5					
3C.33	3,136,000	Tier 5					
3C.34	3,450,000	Tier 5					
3C.35	3,795,000	Tier 5					
3C.36	4,175,000	Tier 5					
3C.37	4,593,000	Tier 6					
3C.38	5,052,000	Tier 6					
3C.39	5,557,000	Tier 6					
3C.40	6,113,000	Tier 6					
3C.41	6,724,000	Tier 6					
3C.42	7,396,000	Tier 6					
3C.43	8,136,000	Tier 6					

Monthly Transaction Fees	AT&T Rate
LOCATES:	
Locate Assisted GPS Fee Per Fix	
1 – 15,000	$0.0575
15,001 – 150,000	$0.0525
150,001 - 350,000	$0.0500
>350,000	$0.0475
Locate Enhanced Cell ID/Cell ID Fee Per Fix	
1 – 15,000	$0.0425
15,001 – 150,000	$0.0375
150,001 - 350,000	$0.0350
>350,000	$0.0325

The following transaction pricing includes an after the fact file transfer of Geo-Tracking data. We will also include at no additional cost the "basic" web interface that will allow DivTel to complete a real time individual location transaction. All locates will be charged at the rate associated with the tier that encompasses the volume generated by the customer in a given month as shown in the tables above. A minimum monthly commitment of $1,500.00 applies, which will be met when ~20-25k location transactions are made in a given month. The location transactions are made up of AGPS, and Cell-ID/Enhanced Cell-ID and therefore the number of location transactions required to meet the minimum $1,500.00 will vary. A one-time setup fee of $5,000.00 is required to establish service. Specific functionality for an after-the-fact file transfer will be developed per State of Florida's requirements (flat file, web portal access, web services, frequency of file transfer, etc.); therefore, additional discovery is necessary and additional setup costs may apply.

EXHIBIT 5
Pricing for Equipment

Parameters:
Handheld Device Discounts: *Required*
CPE Discounts: *Optional*
Volume Discounts: *Optional*
Accessories Discount: *Required*

Please select Yes or No to indicate if you intend to offer at least one conventional device at no additional cost ***(Tier 1)*** *:*	**Yes**

Handheld Device Discounts		
Device Category	Description	* Minimum Disc %
Conventional ***(Tier 2)***	*See Section 4.12*	50%
Smartphone ***(Tier 3)***	*See Section 4.12*	50%
Push-to-Talk	*See Section 4.12*	50%
Hybrid/Satellite	*See Section 4.15.1*	50%
Wi-Fi Smartphone	*See Section 4.15.8*	50%

Customer Premise Equipment Discounts		
Type/System	Description *(including # of supported users)*	* Minimum Disc %
Interoperability Interface (or Gateway)	*TBD*	0%
Indoor Cellular Signal Amplifier System	*Custom solution which requires scope of work*	0%
Wireless Cellular Router (or equivalent)	*Multiple options provided in Section 4.03.9*	0%

Additional Volume Discounts			
** Minimum QTY			Additional %
Handheld Devices *(irrespective of category)* :			
(example)	≥	*20,000*	*1%*
(Tier 4)	≥		0%
(Tier 5)	≥		0%
(Tier 6)	≥		0%
Customer Premise Equip:			
	≥		
	≥		
	≥		
	≥		
	≥		

Accessories Discount		
Category	Description	* Minimum Disc %
All Accessories ***(Tier 7)***	*N/A*	30%

** Discount applied to MSRP.*

*** Refers to the number of active (billed) lines on record at the month-end prior to the date an order is placed.*

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
			Standalone Voice Plan					
PLAN #	MONTHLY PLAN QUANTITY (Minutes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*a*	100	Tier 1	$18	0.1800	0.25	3.00	0.190	100 MOU Government Nation Standalone Plan Includes National roaming, long distance calling, M2M, and N&W.
6.3*a*	300	Tier 2	$23	0.0767	0.25	0.50	0.205	300 MOU Government Nation Standalone Plan Includes National roaming, long distance calling, M2M, and N&W.
6.4*a*	600	Tier 3	$33		0.25	6.00	0.205	600 MOU Government Nation Standalone Plan Includes National roaming, long distance calling, M2M, and N&W.
6.5*a*	1,000	Tier 4	$43		0.25	11.00	0.218	1000 MOU Government Nation Standalone Plan Includes National roaming, long distance calling, M2M, and N&W.
6.6*a*	Unlimited	Tier 5	$50	-----	-----	10.00	-----	Unlimited Voice Plan Includes National roaming, long distance calling, M2M, and N&W.

			Pooled Voice Plan					
PLAN #	MONTHLY PLAN QUANTITY (Minutes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*a*	300	Tier 1	$24	0.0800	0.25	9.00	0.190	300 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W.
6.3*a*	600	Tier 2	$34	0.0567	0.25	16.00	0.190	600 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W.
6.4*a*	1,000	Tier 3	$44		0.25	17.00	0.205	1000 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W.
6.5*a*	6,000	Tier 4	$130		0.25	98.00	0.218	6000 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W.
6.6*a*		Tier 5		-----	-----		-----	

			AIRCARD DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*b*								
6.2*b*	5,000	Tier 1	$33	0.0066	0.05	8.00	0.025	5GB Pooled service.
6.3*b*	Unlimited/Throttled	Tier 2	$35	-----	-----	5.00	-----	Unlimited Data. AT&T reserves the right to throttle over 2GB.
6.4*b*	Unlimited	Tier 3	$43	-----	-----	10.00	-----	

			SMARTPHONE DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per gigabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
6.5*b*								
6.6*b*								
6.7*b*	2,000	Tier 4	$20	0.0100	10.00	0.00	9.980	
6.8*b*	Unlimited	Tier 5	$23	-----	-----	0.50	-----	Unlimited data. (See 6.1f for Tethering add-on).

PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	BLACKBERRY DATA					
			Plan Price	*Straight Rate (col d + col b)*	*Overage Rate (per gigabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.9*b*								
6.10*b*								
6.11*b*	2,000	Tier 6	$20	0.0100	10.00	0.00	9.980	
6.12*b*	Unlimited	Tier 7	$23	-----	-----	0.50	-----	Unlimited data. (See 6.1f for Tethering add-on).

PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	TABLET/iPAD DATA					
			Plan Price	*Straight Rate (col d + col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.13*b*								
6.14*b*								
6.15*b*	5,000	Tier 8	$33	0.0066	0.05	3.00	0.035	5GB Pooled service.
6.16*b*				-----	-----	-----	-----	

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
			TELEMETRY DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.17*b*	1	Tier 9	$6	6.0000	5.00	0.00	----	1MB Pooled telemetry data plan.
6.18*b*	2	Tier 10	$9		5.00	2.00	----	2MB Pooled telemetry data plan.
6.19*b*	3	Tier 11	$11		5.00	3.00	----	3MB Pooled telemetry data plan.
6.20*b*	4	Tier 12	$13		5.00	4.00	----	4MB Pooled telemetry data plan.
6.21*b*	5	Tier 13	$15		5.00	5.00	----	5MB Pooled telemetry data plan.
6.22*b*	10	Tier 14	$18		5.00	7.00	4.900	10MB Pooled telemetry data plan.
6.23*b*								
6.24*b*								

			SMS/MMS MESSAGING					
PLAN #	MONTHLY PLAN QUANTITY (Messages)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per message)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*c*	200	Tier 1	$2	0.0100	0.10	1.00	0.090	
6.2*c*								
6.3*c*	Unlimited	Tier 2	$5	-----	-----	0.00	-----	

PLAN #	MONTHLY PLAN QUANTITY	*Plan Price*	*Plan PriceVaiance from Target*	*Value Added Features/Clarifying Notes*
6.1*d*				

Other Fees:		*Variance from Target*	
6.1*e*	*Minimum Monthly Service Charge (Tier 1)*	$ 2.75	(The service charge applies to Bulk Metered (voice and data) services and is always in addition to the monthly service usage rate.) The service charge does not apply to packaged plans.
6.1*f*	*Monthly Tethering Premium*	$ 9.00	(All data tethering has a 4GB cap and a $10.00/GB overage rate.)
6.1*g*	*Monthly Satellite Services Subscription Fee (Tier 1)*	$ 25.00	
6.1*h*	*Monthly Message Broadcasting Subscription Fee*	$ 1,100.00	(See EX 3B for the range of messages that are included in this monthly fee.)
	Note: Any value provided for 6.1*h* will be factored in to rates provided on Exhibit 3B for evaluation.		
6.1*i*	*Monthly Message Logging Subscription Fee*	*N/A*	

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e	f1	f2	g
	Note: Any value submitted for 6.1*i* will supersede rates submitted on Exhibit 3C.						
6.1*j*	*Monthly Real-Time Geo-Tracking Subscription Fee (Tier 1)*				$0.00	(See EX 4 for details and pricing.)	
	Note: This service may require a vendor-approved data plan.						

EXHIBIT 6
Packaged Services and Other Fees

MONTHLY PLAN QUANTITY *(Minutes)*	All Inclusive Pooled Bundles			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*
300	$48	0.1600	0.2500	300 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited data and texting.
600	$60	0.1000	0.2500	600 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited data and texting.
1,000	$70	0.0700	0.2500	1000 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited data and texting.
6,000	$155	0.0258	0.2500	6000 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited data and texting.

MONTHLY PLAN QUANTITY *(Minutes)*	All Inclusive Pooled Bundles w/Tethering			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*
300	$57	0.1900	0.2500	300 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited texting and data with 4GB Tethering cap and $0.10/GB Overage.
600	$69	0.1150	0.2500	600 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited texting and data with 4GB Tethering cap and $0.10/GB Overage.
1,000	$79	0.0790	0.2500	1000 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited texting and data with 4GB Tethering cap and $0.10/GB Overage.
6,000	$164	0.0273	0.2500	6000 MOU Government Nation Pooled Plan Includes National roaming, long distance calling, M2M, and N&W with unlimited texting and data with 4GB Tethering cap and $0.10/GB Overage.

MONTHLY PLAN QUANTITY *(Megabytes)*	WIRELESS DATA *(please specify device type in the notes field)*			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Value Added Features/Clarifying Notes*

EXHIBIT 6
Packaged Services and Other Fees

Other Services/Features

Description	Price/Rate

Target Pricing for Mobile Cellular Services

	Bulk Wireless Voice			Bulk Wireless Data	Bulk Push-to-Talk			
Tier #	In-State Target *(per minute)*	Out-of-State Target *(per minute)*	Nationwide Target *(per minute)*	Bulk Data Target *(per megabyte)*	CDMA PTT Target *(per subscription)*	CDMA Interop Target *(per subscription)*	Iden PTT Target *(per subscription)*	Iden Interop Target *(per subscription)*
Tier 1	$ 0.044	$ 0.200	$ 0.044	$ 0.035	$ 8.000	$ 8.000	$ 9.500	$ 9.500
Tier 2	$ 0.040	$ 0.180	$ 0.040	$ 0.032	$ 7.500	$ 7.500	$ 9.000	$ 9.000
Tier 3	$ 0.035	$ 0.160	$ 0.035	$ 0.029	$ 7.000	$ 7.000	$ 8.500	$ 8.500
Tier 4	$ 0.030	$ 0.140	$ 0.030	$ 0.025	$ 6.750	$ 6.750	$ 8.250	$ 8.250
Tier 5	$ 0.027	$ 0.120	$ 0.027	$ 0.020	$ 6.500	$ 6.500	$ 8.000	$ 8.000
Tier 6	$ 0.024	$ 0.100	$ 0.024	$ 0.015	$ 6.250	$ 6.250	$ 7.750	$ 7.750

	Bulk Messaging, Broadcasting, & Logging		
	SMS Target *(per message)*	MMS Target *(per message)*	SMS/MMS Target *(per message)*
Tier 1	$ 0.010	$ 0.010	$ 0.010
Tier 2	$ 0.008	$ 0.008	$ 0.008
Tier 3	$ 0.007	$ 0.007	$ 0.007
Tier 4	$ 0.006	$ 0.006	$ 0.006
Tier 5	$ 0.005	$ 0.005	$ 0.005
Tier 6	$ 0.004	$ 0.004	$ 0.004

	Messaging Packages	
Tier #	Package Target	Overage Target
Tier 1 (300)	$ 1.000	$ 0.010
Tier 2 (500)	$ 2.000	$ 0.010
Tier 3 (UNL)	$ 5.000	-----

Other Fees	Target Rate
Minimum Monthly Service Fee*	$ 2.50
Monthly Message Broadcasting Subsc. Fee	$ 2.00
Monthly Message Logging Subscription Fee	$ 1.50
Monthly Tethering Premium	$ 7.00

** The absolute maximum value permitted for this item is $5.00*

	Bulk GeoTracking *(per record)*
Tier 1	$ 0.050
Tier 2	$ 0.045
Tier 3	$ 0.035
Tier 4	$ 0.025
Tier 5	$ 0.015
Tier 6	$ 0.010

All Inclusive Plan	
Target Price	Specifications/Description
62.00	To include: unlimited anytime voice, unlimited SMS/MMS messaging, and unlimited data

Target Pricing for Mobile Cellular Services

	Voice Packages (Local)		
Tier #	Package Target	Overage Target	Target Specifications/Description
Tier 1 (250)	$ 15.000	$ 0.060	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 2 (500)	$ 22.500	$ 0.045	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 3 (600)	$ 27.000	$ 0.045	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 4 (1,000)	$ 32.000	$ 0.032	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 5 (Unlimited)	$ 40.000	-----	

	Voice Packages (Nationwide)		
Tier #	Package Price Target	Overage Target	Target Specifications/Description
Tier 1 (250)	$ 15.000	$ 0.060	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 2 (300)	$ 18.000	$ 0.060	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 3 (600)	$ 27.000	$ 0.045	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 4 (1,000)	$ 32.000	$ 0.032	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 5 (Unlimited)	$ 40.000	-----	

Target Pricing for Mobile Cellular Services

	Data Packages		
Tier #	Package Price Target	Overage Target	Target Specifications/Description
Tier 1 (AC, 500)	$ 17.500	$ 0.035	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 2 (AC, 1,000)	$ 25.000	$ 0.025	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 3 (AC, 2,000)	$ 30.000	$ 0.015	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 4 (AC, UNL)	$ 33.000	-----	
Tier 5 (SP, 100)	$ 10.000	$ 0.100	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 6 (SP, 500)	$ 15.000	$ 0.030	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 7 (SP, 1,000)	$ 20.000	$ 0.020	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 8 (SP, UNL)	$ 22.500	-----	
Tier 9 (BB, 100)	$ 10.000	$ 0.100	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 10 (BB, 500)	$ 15.000	$ 0.030	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 11 (BB, 1,000)	$ 20.000	$ 0.020	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 12 (BB, UNL)	$ 22.500	-----	
Tier 13 (TB, 500)	$ 17.500	$ 0.035	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 14 (TB, 1,000)	$ 25.000	$ 0.025	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 15 (TB, 2,000)	$ 30.000	$ 0.015	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 16 (TB, UNL)	$ 33.000	-----	
Tier 17 (TL, 1)	$ 6.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 18 (TL, 2)	$ 7.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 19 (TL, 3)	$ 8.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 20 (TL, 4)	$ 9.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 21 (TL, 5)	$ 10.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 22 (TL, 10)	$ 11.000	$ 0.100	The maximum a customer will be charged is the lowest sufficient plan in the event of overage.
Tier 23 (TL, 100)	$ 13.000	$ 0.100	The maximum a customer will be charged is the lowest sufficient plan in the event of overage.
Tier 24 (TL, 500)	$ 15.000	$ 0.100	

EXHIBIT 4 –
ENHANCED SERVICES AND SOLUTIONS

Exhibit 4.0 Enhanced Services and Solutions

Contents

EXHIBIT 4.0 AT&T MCS ENHANCED SERVICES AND SOLUTIONS 1

4.01 HYBRID SATELLITE/CELLULAR TELECOMMUNICATIONS 3
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4.03 CONVENTIONAL AND PTT DEVICE INTEROPERABILITY WITH LAND MOBILE RADIO SYSTEMS 5
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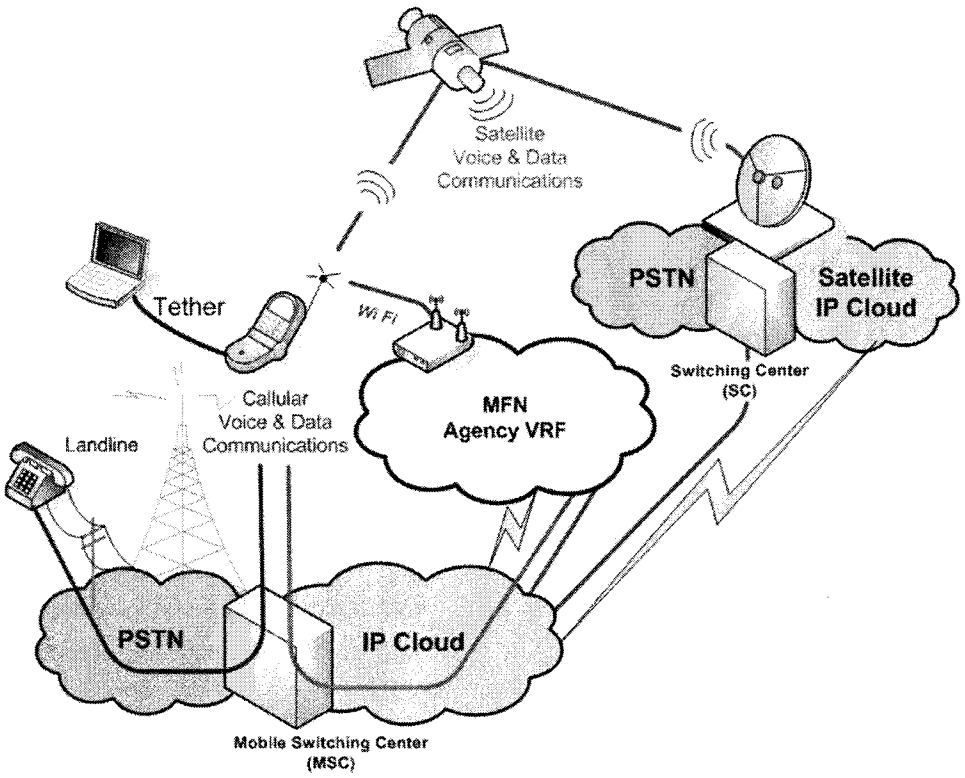
4.11 OTHER AT&T ENHANCED SERVICES, GEOGRAPHICAL DEVICE TRACKING 21

4.01 Hybrid Satellite/Cellular Telecommunications

To the extent available, the Service Provider shall provide hybrid satellite/cellular telecommunications services and the associated handheld device(s) with cellular, Wi-Fi(desired), and satellite voice and data functionally. See diagram below.



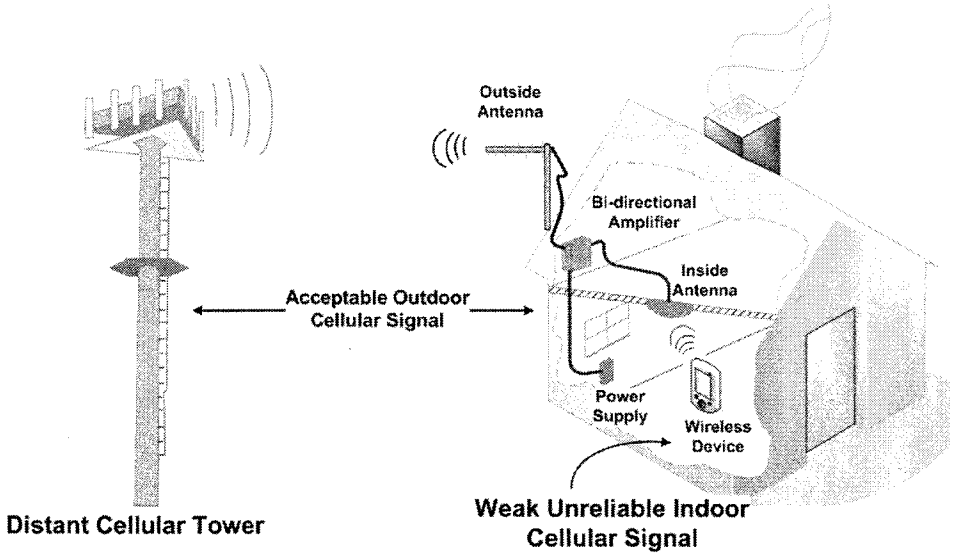
AT&T Satellite Augmented Mobile service ("SAM") provides users with an integrated cellular and satellite mobile communications solution. Customers with compatible TerreStar GENUS™ devices are able to use their AT&T cellular wireless voice, messaging, and data services for primary communications and access a satellite network for voice, messaging, and data service when the cellular wireless service is unavailable. SAM is designed to provide users with an effective and convenient way to expand their wireless voice and data coverage area, as well as provide a wireless connectivity option when the cellular network is unavailable.

Note: Subscription to the monthly SAM feature provides access to the satellite network, with actual satellite usage billed at additional, pay-per-use roaming rates.

4.02 Indoor Cellular Signal Amplifier System

To the extent available, the Service Provider shall provide bi-directional cellular signal amplifier systems for both home and office applications. The bi-directional cellular signal amplifier system shall be used in situations where the indoor cellular signal strength does not carry the necessary signal power level required for reliable cellular communications (Voice & Data). The diagram below depicts the intended functionality of a bi-directional cellular signal amplification system

and does not specify the actual system design or denote the required individual electronic components.



The Service Provider shall provide the coverage area footprint (per indoor antenna), the system's simultaneous user capacity, and a physical measure (in square feet) of the indoor area each proposed system is designed to operate within. Also, the Service Provider shall specify the minimum acceptable outdoor cellular signal strength required for each system proposed.

The Service Provider may include (or substitute) mini, micro, pico cellular tower technology, network extender device(s), or other appliance designed to improve indoor cellular signal power levels. The Service Provider shall provide, as required, helpdesk support for the installed system and assist the end customer or DMS with identifying or troubleshooting issues related to performance degradation associated with the communication stream's transport path.

Note: For all indoor signal enhancement systems procured under this contract, the Service Provider shall be responsible for each system's installation, helpdesk support, and customer configuration assistance for the term of the Contract. The proposed system shall be a Service Provider turn-key solution.

AT&T Option 1:

The AT&T Account Team, including In-building Solution Enhancement (ISE) specialists, will work with the State of Florida to determine the best possible solution for providing or supplementing in-building coverage. We would accomplish this through the following process:

1. Upon request of customer to the account team, provide comprehensive, detailed site assessments of select State of Florida facilities to determine coverage needs of all State of Florida facilities. This no cost baseline analysis would be the foundation for decision-making and prioritization.

2. Design an appropriate solution for the coverage and capacity needs of the site utilizing State of Florida provided drawings e.g. floor plans or building schematics in electronic format (AutoCAD or PDF). Solutions would range from repeater-fed, passive Distributed

Antenna Systems (DAS) to Radio Base Station (BTS/Node B)-fed active DAS, to outdoor cell site deployments.

AT&T Option 2:

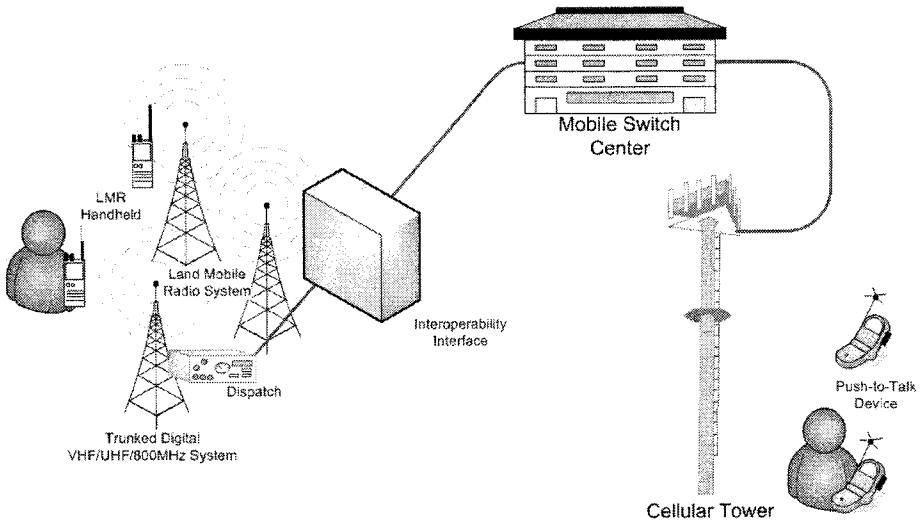
AT&T 3G Microcell, this small, cellular base station acts like a mini cell tower that provides an enhanced cellular signal for 3G devices. It connects to AT&T's network using your existing office broadband Internet service and supports up to four simultaneous users and 10 authorized users.

The AT&T 3G MicroCell gives you improved in-office coverage for simultaneous calls – up to 5000 square feet from the 3G MicroCell.

The optional AT&T Unlimited MicroCell Calling feature gives you unlimited, nationwide anytime minutes for incoming or outgoing calls while operating from the 3G MicroCell.

4.03 Conventional and PTT Device Interoperability with Land Mobile Radio Systems

To the extent available, the Service Provider shall provide a comprehensive solution which provides interoperability between conventional push-to-talk cellular technology and Land Mobile Radio Systems i.e. Trunked Digital VHF/UHF/800MHz. The solution shall provide interoperable communications (end-to-end): between a defined closed user groups utilizing the Service Provider's commercial cellular network and a particular Land Mobile Radio System (LRM) dispatch and the LMR remote user. The proposed system shall be a Service Provider turn-key solution.



The interoperability interface gateway shall be software programmable and flexible enough to be configured on a daily basis, and contain a robust functional feature set that supports a broad range of agencies and be independent to end-user applications and LMR systems.

AT&T is currently evaluating a new service to provide this functionality; however, the product is not yet commercially available. This section provides an overview of the potential capabilities of

the envisioned service. AT&T is currently developing an Integrated Dispatch Service (IDS). Integrated Dispatch Service - Conceptual Product Overview

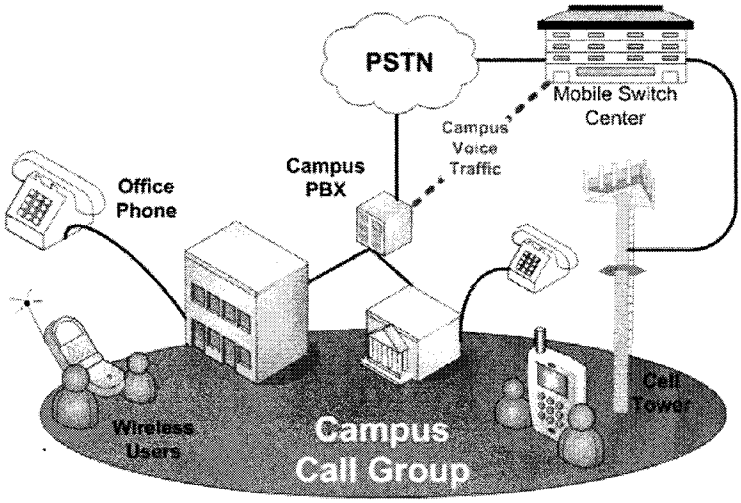
Envisioned proposed features may include:

- Voice over IP (VoIP) based Push-to-Talk (PTT) communications system which operates over the AT&T wireless network
- A smart phone handset allowing standard cellular features plus a robust data package to enable field force automation applications
- Interoperability which provides an interface between a Land Mobile Radio System and the Integrated Dispatch Service

Note: PTT to LMR interoperability is not currently available from AT&T and there is no projected target date for availability.

4.04 Campus Voice Call Group

To the extent available, Service Provider shall provide a Campus Voice Call Group service. By switching the call from the MSC to the campus PBX directly, the communication streams shall not transverse the PSTN cloud and therefore a cost savings shall be realized. The diagram below is provided to illustrate the DMS objective (cost saving) and does not depict the actual design needed to accomplish the objective. The Service Provider shall not propose any solution that does not meet the DMS cost savings objective. The proposed service shall be a Service Provider turn-key solution.



AT&T's OfficeReach is a cost-effective virtual private network-based voice services that operates from an intelligent network platform that combines the robust features of a landline (wired) telephone system with the inherent advantages of wireless phone service. OfficeReach effectively creates a single "virtual office" for communication between and among your geographically distributed locations, community of interest or large campus. The scope of this virtual office is highly flexible, giving the organization the ability to customize the application to

meet their needs. OfficeReach is intended for a closed set of AT&T customers/subscribers with GSM enabled devices who maintain all the freedom needed by the enterprise for calling, but receive significant price discounts when calling occurs between or among users.

A "virtual" private network is established through the creation of "Zones" which represent a geographic footprint defining the rating scheme for calls made between authorized users while in that area. The scope of OfficeReach is defined by the enterprise and can consist of single or multiple geographic zones. Users from remote locations may be tied into a company's virtual private voice network, resulting in further reduction of recurring telecommunications costs.

OfficeReach Features

Abbreviated Dialing: This feature allows end-users to dial "extensions" to and from their mobile phones, just as they do with their landline phone today within a company. Designated extensions for wireless phones provide an innovative and efficient call management system, which helps increase employee productivity. Wireless "extensions" are defined in the company's Private Numbering Plan, which gives a company greater control over abbreviated dialing definitions. For example, an employee may have 8234 as their desk phone extension and 2234 as their mobile phone extension. This numbering scheme minimizes the amount of phone numbers and extensions employees typically need to know in order to track someone down within the organization.

Customizable Call Restriction: OfficeReach Customizable Call Restriction (CCR) allows you to restrict calls associated with your employees' phones. Incoming and outgoing calls can be screened based on various characteristics such as type of call and called or calling party number. Restrictions can be set at the end-user level or for an entire group of users. There are typically three types of call restriction capabilities, including;

- ***Inter-User Group Traffic Screening*** defines outgoing calls that are "allowed" or "barred" among User Groups within a company. For example, an organization might decide that their Custodial Services group cannot call other groups within the organization. However, the Faculty and Administration groups can call them to report issues.

- ***Outgoing Call Screening*** allows the company to define screening rules for outgoing calls at User Group and/or organization level. The screening rules will determine to which destination numbers for outgoing calls are allowed or barred based on the following:
    - Call type (within company, outside company, etc.)
    - Date (day of week, time of day, specific date)
    - Destination number (411, 900, etc.)
    - In zone or out-of-zone only calls

- ***Incoming Call Screening*** allows the organization to define screening rules for incoming calls at the User Group and/or organization level. Rules determine to which numbers incoming calls are allowed or barred based on:
    - Call type (within company, outside company, etc.)
    - Date (day of week, time of day, specific date)
    - Calling party (public, private, etc.)
    - In zone or out-of-zone only calls

CCR is the most effective means of controlling the costs of enterprise organizations. These restrictions can typically be managed by the organization's Telecom Manager through a web-based interface.

One Number Service: This productivity-enhancing feature allows callers from inside or outside the company to use one phone number to contact an individual within the organization. The end-user can designate the order and routing for no answer, busy, or unreachable conditions for up to three alternate numbers (i.e. desk, mobile, voicemail, assistant, etc.). These alternate numbers are all contacted in sequence when a caller dials the primary phone number.

End users who subscribe to ONS will be provided access to a GUI self-management tool via https://ons.officereach.wireless.att.com/vpnsc/, for entering forward-to phone numbers and setting conditions for forwarding with the ONS feature. The call-forwarding feature of ONS requires Internet access to define the rules for forwarding and the numbers to which calls should be forwarded.

Each end user can add up to two (2) "forward-to numbers" in addition to their mobile number as the primary contact number. AT&T's voicemail service will always be provisioned as the last number, unless the subscriber uses third party or no voicemail service. Calls forwarded will be completed in sequential order as defined by the end user of ONS.

Changes to ONS call settings take effect on a real-time basis. With the ONS feature added, a customer will no longer have the GSM Call Forwarding feature that may be provisioned on their accounts and thus will not have the ability to use the GSM short codes or the phone MENU to change the call forwarding settings. They will need to use the ONS feature for getting their phone forwarded.

ONS may not be available in all AT&T Markets. If an ONS end user roams onto a partner or affiliate network, the ONS feature may not work on that network. The ONS feature may not work if you include landline phone numbers in your ONS profile that are connected to customer premises equipment (CPE) with other types of flexible ringing or call forwarding systems.

Only non-restricted 10-digit U.S. domestic numbers can be used with the ONS feature.

Voicemail System Integration: ONS is provisioned with AT&T Mobility Voicemail service as the default last number on the list, but a customer has the option to use their own corporate voicemail system with the ONS service. When the AT&T Mobility voicemail number is replaced in the list, the calls will no longer route to the AT&T Mobility Voicemail, but will receive the treatment of the last number on the list. The ONS user interaction with corporate voicemail can occur in the following ways:

1. User specifies the desk phone as the final number in the ONS routing list. The call will follow the treatment of the desk phone, which typically goes to the corporate voicemail.
2. User specifies the corporate voicemail number as the last number in the ONS routing list. Calls will follow the routing list and if unanswered, the call will route to the specified voicemail system. Treatment of the call will be based on the programming of the voicemail system (i.e. routed to the voicemail box created for mobile number). Notification of voicemail is dependent on the corporate voicemail system. Features such as SMS and Outcall in the voicemail system can be used to send voicemail notification to the mobile phone.

3. With either case above, the subscriber should reprogram their voicemail retrieval number on their telephone handset. The voicemail retrieval number should be requested or provided by the Telecom Administrator.

If an OfficeReach subscriber roams onto a partner or affiliate network, the OfficeReach features and special rating may not work on that network. OfficeReach service will not work outside the 50 United States and with certain other AT&T Mobility services and features, including without limitation, Push to Talk and Wireless Priority Service.

Setting up OfficeReach

For the features of OfficeReach to function, each organization must establish a unique Private Numbering Plan (PNP). The PNP consists of all AT&T Mobility Wireless mobile and Company owned landline phone numbers. In order to enable the PNP, your company's telecom manager or system administrator will coordinate provisioning of OfficeReach service in the mobile environment with your AT&T Mobility Account Manager or representative. The creation of the private numbering plan is included as part of the service and is included at no additional cost. It may be necessary for your telecom manager or system administrator to modify existing PBX dialing plans and configuration to optimize the OfficeReach service for your organization or location to incorporate mobile phone users.

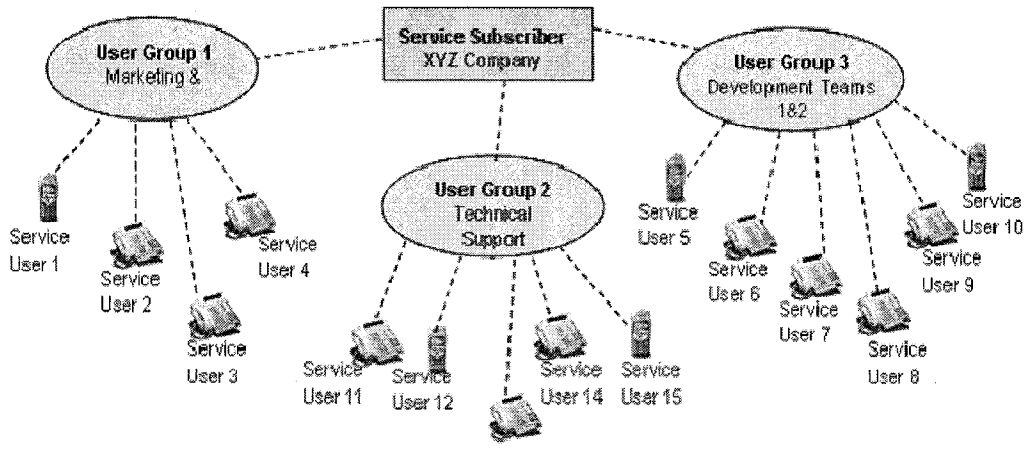
OfficeReach service does not include modifications to your company's PBX system necessary to permit abbreviated dialing from phones on the PBX dialing plan to OfficeReach phones. If such functionality is desired, the abbreviated numbers assigned to the OfficeReach phones and associated number translations must be provisioned by your telecom administrator into the applicable PBX dialing plan.

Distinct User Groups: OfficeReach service is based on User Groups, which allow companies to assign particular employees or associates to groups for special handling of incoming and outgoing calls. There are three levels of service with each OfficeReach. Each level requires that certain data be provided in order for the service to work properly.

- Company Level: This group is the first and main entity to be defined. Company-level information is provided in the OfficeReach profile for each organization. A company profile consists of a particular User Group schematic based on company structure, made up of a number of different departments that can be geographically separated. It will determine the types of specific call requirements unique and important to the business structure.

- User Group Level: These are departments or other groupings of employees within a particular company. All end-users within a particular user group are assigned the same features and restrictions of OfficeReach service. A User Group would normally be a department within a Company, but can be defined as any group of end-users the company wishes to "set apart" with specific features and / or restrictions. For example, a geographical area can be a User Group, as can all the Executives within the company.

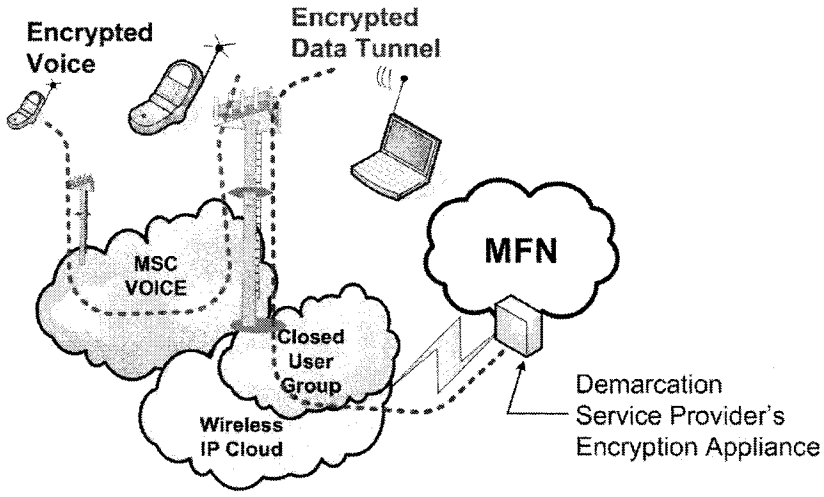
- End User: This level represents the end-users within the company, each with their own desktop or wireless handset, who utilize the OfficeReach service.



The telecom administrator will be provided access to an Online Account Management and Feature Configuration Tools, which can be used to modify call restrictions and move users between User Groups for all members of your PNP.

4.05 Encryption Services

To the extent available, Service Provider shall provide a wireless end-user encryption solution. The ideal solution shall be clientless or transparent (i.e. auto-established) to the SUNCOM Client. This means the solution shall automatically establish an encrypted session without SUNCOM Client input and function in the background transparent to the end-user. The solution shall secure the communication stream content with an encryption algorithm. The encryption algorithm shall utilize, at a minimum, a128-bit encryption key strength. The diagram below is provided to illustrate the DMS objective (transparent, seamless, end-to-end encryption) and does not depict the actual design needed to accomplish the objective. The proposed encryption service shall be a Service Provider turn-key solution.



AT&T Encrypted Mobile Voice

AT&T Encrypted Mobile Voice, a first-of-its-kind mobile encryption service, which provides high-level security for confidential and sensitive calls on the AT&T GSM and Wi-Fi networks. AT&T Encrypted Mobile Voice meets the government information classification standards for Controlled Unclassified Information and Sensitive But Unclassified Information, offering The National Institute of Standards and Technology (NIST) FIPS - 140-2 certification.

The following are some of the key features of the solution:

- **Hardware & Software Solution:** The combination delivers both strong security (the hardware), and an outstanding user experience (the software)
- **Network optimization:** application enhanced and specially tuned for best performance on the AT&T Mobility network
- **Interoperable encryption:** with the AT&T TrustGroup embedded at TrustChip manufacture, users can talk securely with other AT&T Encrypted Mobile Voice users sharing a common relay server (currently Blackberry to Blackberry and Windows Mobile to Windows Mobile connectivity available)
- **User Interface:** Encrypted Mobile Voice provides intuitive commands for calling other encrypted users as well as other advanced features
- **Broad coverage:** unlike other encrypted voice systems, not limited by availability of legacy Circuit Switched Data (CSD) coverage
- **Global reach:** can operate in the more than 150 countries worldwide where AT&T provides data roaming (performance may vary)
- **Enhanced power management:** application remains dormant when not in use, so it doesn't drain battery

Secure Multiplatform Control of Enterprise Smartphones

The MobileIron Virtual Smartphone Platform (VSP) from AT&T is a client/server based mobile device management platform. It is the first solution to combine data-driven smartphone management with real-time wireless cost control. It provides multiplatform visibility for industry-leading mobile devices like iOS, BlackBerry, Windows, Android, Symbian. This ensures that the IT team understands what's on a smartphone and how it's being used, giving proactive visibility to both IT and users to better secure data and control cost without compromising privacy, even on employee-owned phones. The Virtual Smartphone Platform (VSP) is packaged as an easy-to-install server that is up and running in less than a day.

MobileIron VSP from AT&T subscription components:

Multi-OS Device Management

Central web-based console across operating systems
Inventory and asset management
Device configuration capability
Encryption policy (phone, SD)
Lockdown security (camera, SD, Bluetooth, WiFi)
Password enforcement
Remote lock and wipe

App inventory, distribution, blacklist
File distribution
End-user self-service

Remote Control
Real-time, permission-based

Enterprise Data Boundary
Selective wipe
Privacy policy

Access Control (Sentry)
ActiveSync connection activity and device visibility
Blocking of email access

Advanced Security
Certificate distribution
Back-end virus scan

Lost Phone Recovery
Locate and map
Restore and migrate

Enterprise App Store
Catalog creation
App publishing

Administration
Over-the-air provisioning
Role-based access
Group-based actions
Broadcast SMS, APNs
Persistent logs and audit trails

Enterprise Integration
Web Services API
BES Integration
Directory Services AD/LDAP

MDM & Mobile Activity Intelligence (BB, Symbian, Windows Mobile, & Android)

Mobile Activity Intelligence gives IT, finance, and the end user a detailed view of phone usage, cost drivers and service quality. Companies can optimize service plans and improve their negotiating leverage through a better understanding of the actual mobile activity and network performance. Accountability for cost and the tools to control it can be distributed to the business units and end users, moving IT out of a policing role. Full visibility Daily voice, SMS, and data usage so your company can quickly respond to usage spikes or exceptions before they result in large bills across smartphones

Across operators

Across employee-billed and company-billed phones – today companies have minimal visibility into the activity of phones that are expensed by the employee, even when they are paid for by the company

Real-time international roaming control
Configurable alerts to notify user and admin when roaming starts and usage thresholds hit
List of current international roamers and their roaming voice and data usage
Patterns of activity by user and roaming country to identify most active and least active

Service quality monitoring
Signal strength to identify geographic areas and end users suffering from poor reception
Dropped calls to gauge reliability of network
3G availability to monitor high-speed network access

Event Center
Activity thresholds (e.g. # of SMS sent)
Security indicators (e.g. SIM card changed)
Alert triggers

Billing Plan Integration
Allowances (voice / SMS / data)
Upgrade eligibility

Activity pattern analysis
"Homezone" to identify wireless call volume taking place in or near company sites
Mobile-to-mobile
Operator-to-operator
Country-to-country

Exception and abuse control
Inactive phones
Activity spikes
Toll calls
Overage

4.06 IP Version 6 (IPv6)

It is desired by DMS that the Service Provider's network and handheld devices support both IPv4 and IPv6 Internet protocols.

AT&T recognizes the potential of IPv6, is committed to a thorough testing of its capabilities, and has embarked upon a phased implementation plan to deploy IPv6 throughout its global network infrastructure. In addition, AT&T participates in standards (e.g. IETF, 3GPP, Broadband Forum) and industry (e.g. GSMA, ATIS) forums that help shape the IPv6 transition plans.

AT&T's experience with IPv6 began with technology trials using the 6Bone (a global research test bed for IPv6 to validate the essential protocols during their development by the IETF) and Moonv6 (a global IPv6 interoperability test environment led by the North American IPv6 Task Force) networks.

AT&T has plans to offer dual stack Virtual Private Network (VPN) and Managed Internet Access (MIS) services on the MPLS backbone and is in the active planning stage to support IPv6 services and capabilities on its mobility network. AT&T is committed to support its customers when they decide the addition of IPv6 capabilities is appropriate for them and continues to plan for the rollout of additional IPv6 services. AT&T Mobility Network support of native IPv6 addressing is currently targeted for year end 2012.

When we have devices that support IPv6 addressing, a customer can provide us with their own public IPv6 addresses to use on a custom APN – As we do today with customer provided public IPv4 addresses, these would only go to the customer's network, not directly to the Internet, so we (AT&T) would not advertise them through our Internet connections

4.07 Communication Stream Prioritization

To the extent available, all communications pertaining to public safety entities shall be prioritized (of a higher order) over all other state and commercial traffic.

AT&T is considering options to provide this capability in the future, but has not yet finalized the service nor projected a product launch date.

4.08 Wi-Fi Smartphone Technology

Integrated Wi-Fi smartphone technology is desired with functionality capable of transfers between Wi-Fi and cellular networks and that permits utilization of VoIP technology. The dual-mode smartphone is envisioned to automatically hop between wireless Ethernet (802.11) and digital cellular networks with a seamless handoff. For example, if the Wi-Fi enabled smartphone has an active data session using the cellular network and an available wireless Ethernet signal is detected, the smartphone will hop to the cheaper and faster wireless Ethernet network technology.

DMS is aware a 3rd party (802.11) Wi-Fi access point may employ a blocking or network traffic shaping scheme which is out of the control of the Service Provider; therefore, the transmit/receive device shall include functionality through which the user can manually force the device to connect to a desired network (Wi-Fi or cellular). The device shall maintain connectivity (within the connected network footprint) until the user resets the device to an auto-select mode.

DMMV allows the customer to treat an enabled dual-mode mobile device (Wi-Fi+Cellular) as a station on its PBX. This enables calls originated on the enabled mobile device (via a cellular network or enterprise campus Wi-Fi network)to be routed via the customer's designated PBX for completion over an eligible AT&T wire line transport service, and also enables calls via the designated PBX to terminate on the enabled device. The call routing for both originating and terminating calls will be based solely on the customer's PBX pre-established routing parameters. This functionality provides a converged fixed-mobile solution for businesses by enabling qualified users to make and receive calls from their smartphones using a wire line "direct inward dial" number assigned in the enterprise PBX to the mobile device.

4.09 Geographical Tracking Data Enriched with Vehicle Information

In addition to providing the ability to track individual drivers and/or vehicles (with attached dedicated devices) implicit in the description for the "**Error! Reference source not found.**" in Exhibit 1, solutions for obtaining more information regarding vehicles are desired. This enriched

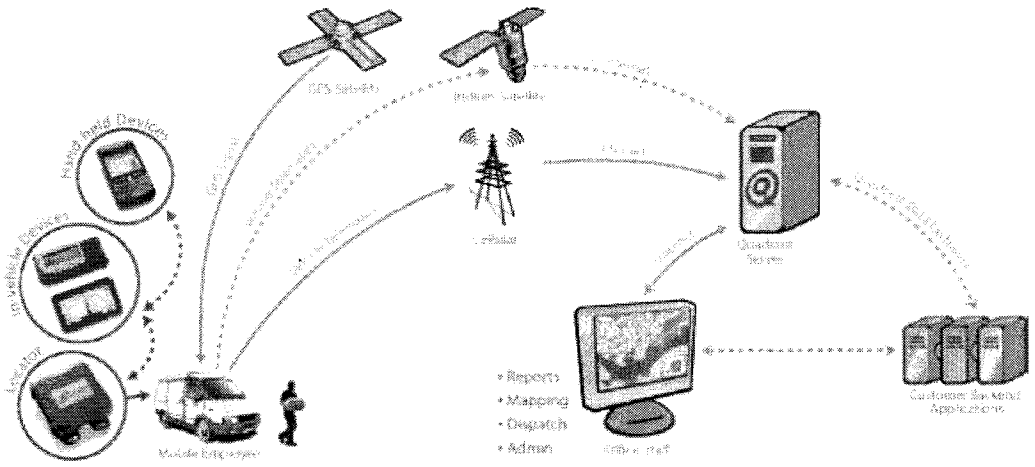
data should include On-Board Diagnostics and alarms, driving performance (speed, exceeded inertial velocity limits, crash detection, etc.), routes and route fencing using industry standards for fleet management. DMS will consider a variety of approaches from turnkey of complete services (where the Service Provider enables all components of the service) to a compartmentalized approach that requires the State provide/obtain components to complete the service (e.g. the State might buy on-board computers and installations through other contracts). However, solutions that include DMS as the clearinghouse for data provided to its clients are preferred.

AT&T offers Mobile Resource Management (MRM) solutions designed to meet vehicle and asset tracking along with vehicle diagnostics allowing the users to effectively and efficiently manage fleets while reducing operational and maintenance costs. AT&T provides the following MRM solutions:

- Webtech Wireless Quadrant from AT&T
- Trimble GeoManager from AT&T

Webtech Wireless Quadrant from AT&T

The WebTech Wireless Quadrant Solution from AT&T offers our customers the latest in telematics capabilities from both our hardware and software. Telematics is the ability to remotely monitor, control, measure and assess the functioning of your vehicle fleet. Our proven technology is available on either an ASP (Application Service Provider) platform (we host the Quadrant database), or Enterprise model (customer hosted solution) for large fleets (5000+ vehicles).



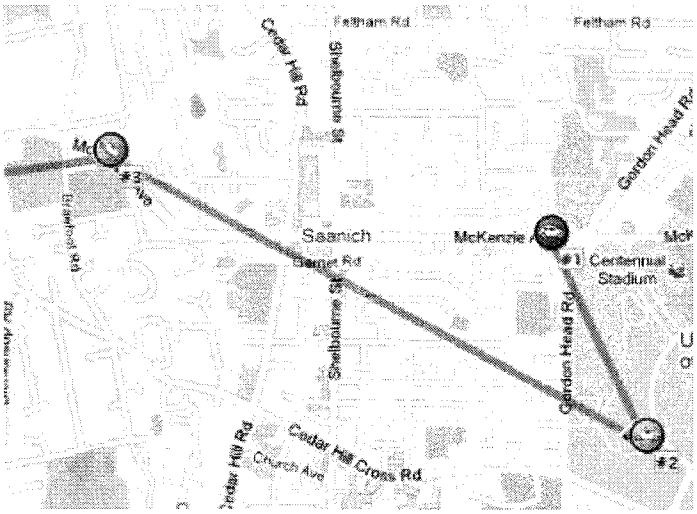
The WebTech Wireless Quadrant Solution from AT&T is comprised of

- Locator and optional accessories (in-vehicle hardware) which read location data
- GPS satellites and report via cellular connection
- In-vehicle and hand-held devices
- The Quadrant Portal, a user-friendly, browser-based mapping and reporting interface
- Quadrant server

- Quadrant Data Exchange, for optional integration with 3rd party applications

Quadrant Map Interface Options

Many of Quadrant's interactive, real-time status features are available from the Quadrant map, on which your vehicles are displayed in a color-coded, easy-to-use format. We offer two map options depending on your needs and preferences as well as custom map interfaces for customers with proprietary GIS data or requiring a branded interface. Quadrant's standard options are deCarta™ maps and Google™ maps for Europe and North America. The Quadrant map can be accessed from any local Windows computer with an Internet Explorer browser (version 6.0 and higher) and internet connection.



WebTech Locator Series

The WebTech Locator is the central hardware component of the WebTech Wireless Solution. Depending on the industry, environmental conditions, work application, and the level of complexity required, our Locator has numerous options available to meet your needs. Our highly configurable hardware is installed in a truck, bus, van, car, utility vehicle, trailer, tractor, or any other asset, to collect data using methods such as GPS, telemetry, and vehicle diagnostic monitoring (J1587/J1708, J1939, or J1979). The data is sent to Quadrant, the solution's software component, where longitude and latitude coordinates are resolved into addresses and all the information is collected, mapped, reported, exchanged, or exported to a convenient web interface or third party program. Vehicle GPS location records are transmitted from the vehicle to the Quadrant servers every five minutes by default. Record generation and frequency is highly configurable in order to meet the specific needs of the fleet.

- Records can be generated every 30 seconds to 15 minutes or it can be based on distance rather than time. For example, the vehicle could generate a location record every 25 feet (7.6 meters).
- Another option for record generation is turn-by-turn reporting - the creation of records when the vehicle turns a corner.

- Locators also support Geofences - virtual boundaries that send records to Quadrant and to a dispatcher's email or cell phone for immediate notification whenever the pre-defined boundary is crossed.
- Start with the WebTech Locator and build on the standard hardware configuration with accessories, customized reporting and alerts, data transmission, telemetry, vehicle diagnostics, and a myriad of other options.

Standard WebTech Locator Features

- GPS antenna with an accuracy of ten meters for WT5000 and WT6000 Locators series, and three meter accuracy for WT7000E Locators 95% of the time with WAAS/SBAS present
- GPS antenna disconnect notification
- GPRS quad-band cellular modem
- Industry standard cellular data rates for GPRS (General Packet Radio Service) communication - typically 40 KB/sec downloading (receiving information) and 10 KB/sec uploading (sending information)
- Tri-colored LED (red/green/yellow) to show status of GPS fix and SIM card connection to the cellular network
- Firmware upgrades or configuration changes can be done over-the-air (OTA)
- Robust operating and storage temperature ranges
- Up to 2000 records stored
- By default, records are automatically generated when the ignition is turned on, the vehicle starts moving, every five minutes while moving, and when vehicle stops or the ignition is turned off and a wake-up record generated after 24 hours of inactivity.
- Immediate notification of Geofence crossings, regardless of frequency of record updates, as boundary definitions are stored on the Locator, which enables the GPS to track where a vehicle is at all times
- One (WT5000) or two (WT6000 and WT7000E) serial ports available to add hardware accessories
- Telemetry inputs and outputs for monitoring and control of electro-mechanical devices
- One year standard return-to-depot warranty
- GPS NMEA data to laptops or PDAs for turn-by-turn instructions

The WebTech Locator collects location data and movement specifics from the GPS satellites as well as vehicle engine performance data from the vehicle ECM (Engine Control Module). It is also possible to collect driver performance data via the Locator accelerometer. All of this data can be used to enrich the information available for each vehicle. Diagnostics and alarms are also

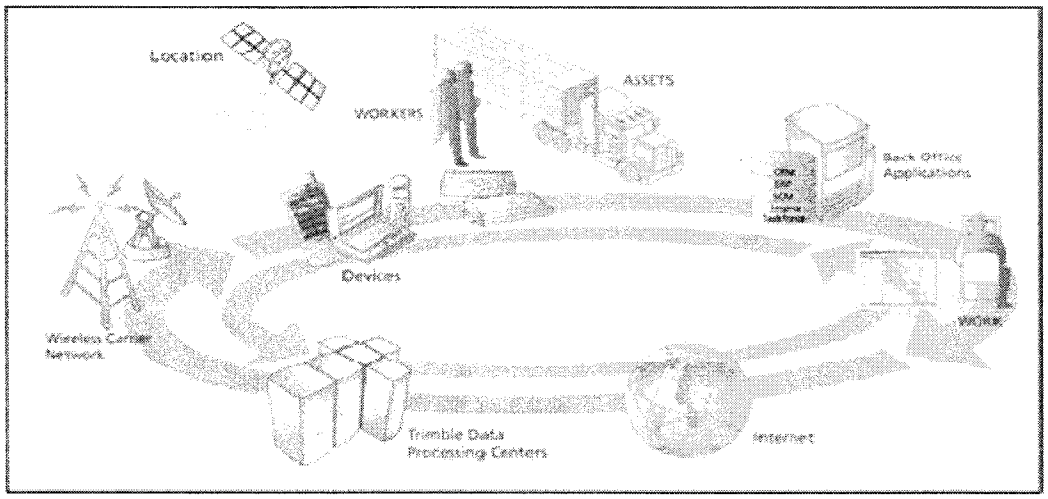
available as well as route fencing, etc. All of this collected data can be made available to DMS in the format and frequency of their choice.

WebTech's Quadrant system from AT&T has the ability to select and run various reports (Activity, Travel, Stop, Idling, Speeding, Geo-Fence, etc.) based upon vehicles selected and time of day. For example, it would be possible to schedule a Travel report to run every day at 6:00am for all activity the previous day between 7:00am and 6:00pm. The WebTech Locators could be configured to report at various intervals such as 5, 15, 30, and 60 minutes. The reports would contain only the data for the period specified and could be in a number of different formats such as Excel, Word, PDF, etc.

Trimble GeoManager from AT&T

The Trimble GeoManager from AT&T product line provides a leading, on-demand Field Force Management (FFM) solution that integrates GPS, wireless and Internet technologies into mobile software applications that strengthen your ability to manage your mobile workforce. Trimble GeoManager is our most robust Field Force Management solution, offering fleet tracking, fleet management, and other MRM tools with an array of features and options.

Whether you want to instantly map the location of your fleet, find the nearest vehicle to a job, dispatch text messages to workers, log work hours or view and print detailed reports, the Trimble GeoManager solution helps you manage overall mobile workforce performance, reduce costs and maximize customers' satisfaction with your field services. And, because it is a hosted solution, you can use it to better manage your mobile workforce from any location where you have Internet access.



Key Trimble GeoManager from AT&T Features and Capabilities

- With the MapView feature, locate your mobile workforce in real time through an on-screen map
- Set custom "Landmarks" for customer sites or other common stops to view arrival and departure times

- Use reports or real-time alerts to determine key cost factors and make adjustments to increase efficiency
- Enable text communication between driver and dispatcher
- Provide your mobile workforce with access to back-office applications to help deliver customer service or up-sell from the field

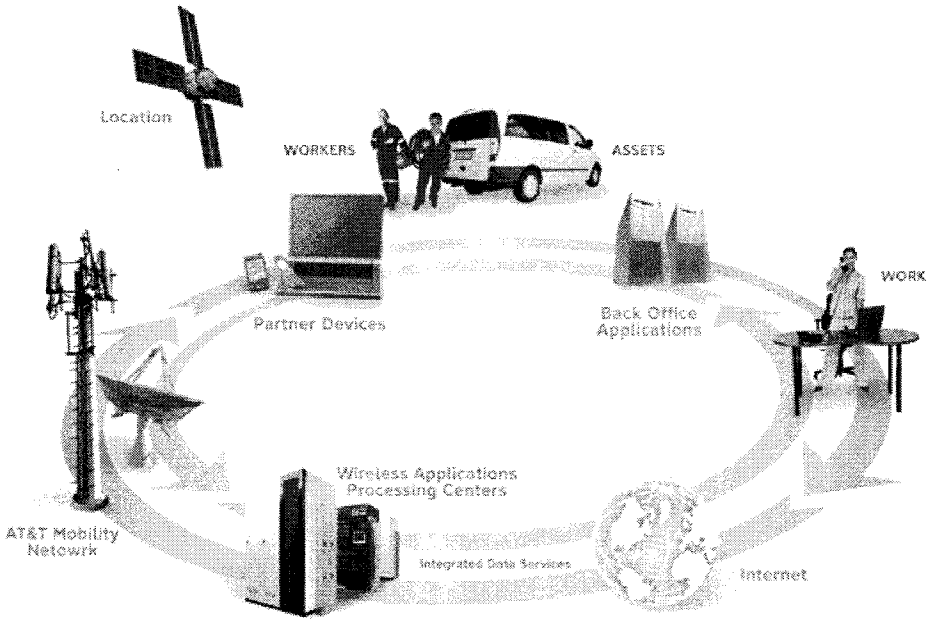
Security and Performance
Trimble GeoManager solutions are highly reliable and available, with dual data centers in widely separated locations. GeoManager's sophisticated on-demand architecture is designed to support hundreds of thousands of users and millions of transactions, with a high level of security and integrity.

An End-to-End Solution
AT&T offers the three essential elements of effective MRM—Field Force Management, Field Service Management, and Field Asset Management—to help companies increase the efficiency of their mobile workforce, reduce risks, improve customer service, and decrease operational costs.

Field Force Management (FFM)
Businesses in a variety of industries face challenges in maximizing the efficiency of their mobile workforces. These challenges may include:

- Delays in finding resources closest to a service need
- Lack of visibility into the activities and locations of mobile workers
- Inefficient routes that do not maximize mobile workers' time
- Excess fuel use and vehicle wear from indirect routes, speeding, excess idling or unauthorized after-hours use
- Lack of efficient communication with mobile workers
- Missed productivity opportunities because the mobile workforce is cut off from access to office-based computer applications

Field Force Management (FFM) solutions from AT&T encompass far more than fleet tracking and fleet management tools. FFM integrates multiple technologies—including Global Positioning Systems (GPS), wireless carrier systems, and Internet communications—into on-demand mobile software applications that strengthen your ability to manage your mobile workforce. These FFM software products—combined with either in-vehicle or hand-held hardware—help you measure and better manage overall mobile workforce performance, reduce operating costs and maximize your ability to deliver high-quality customer service in the field.



Field Service Management (FSM)—*Improve Management of Your Mobile Worker's Work for Better Customer Service*

Driven by increasingly demanding customer expectations, field service organizations must deliver unfailingly high levels of customer satisfaction—a detailed and costly proposition for organizations with complex operations. Field service groups face the challenges of

- Meeting customers' desired appointment windows
- Delivering the right service at the right time
- Meeting Service Level Agreements
- Keeping down operational costs while accomplishing the above

To provide an excellent customer experience, field service organizations must optimize their operational expenditure through highly efficient and agile field service resources that offer more than simply dispatch software.

Field Service Management (FSM) solutions from AT&T help service providers meet these challenges by delivering a high quality, cost-managed dynamic scheduling service to their customers at the right time, the first time.

Field Asset Management (FAM)—*Improve Management of Mobile Workers' Assets to Reduce Costs*

Any business with vehicles or other assets in the field faces numerous challenges in protecting, maintaining, and managing the cost of those assets. As examples

- Vehicle maintenance must be continually managed to keep fuel costs and breakdown risks low

- Engine speed, oil pressure and coolant temperature should be constantly monitored to help prevent safety hazards or expensive repairs
- For transportation and distribution industries, cargo temperatures must be monitored to prevent spoilage of goods

Through features and add-ons including Vehicle Maintenance, Vehicle Diagnostics, and Sensor Solutions, Trimble GeoManager from AT&T provides fleet tracking and fleet management tools that help customers address the above challenges. Whether a company wants to determine when vehicles are due for service, track inventory in remote vehicles, or receive alerts when a mobile asset is having engine trouble, Field Asset Management solutions from AT&T can help minimize costs, maximize warranties, and improve safety.

4.10 Filling Gaps in Future Public Safety Mobile Broadband Network

Current proposals before Congress and the Federal Communications Commission anticipate using technologies for public safety telecommunications that are similar those offered by the Service Provider in relation to this contract (i.e. public safety officials may ultimately use devices similar to those used by consumers instead of traditional public safety radios in use today). Entities like DMS and its public safety partners, expect to obtain usage rights in 700 megahertz bands for this purpose. To deploy public safety networks using these bands, DMS anticipates developing new procurement vehicles that either seeks a comprehensive public safety network or components thereof that will be assembled by DMS into a comprehensive network. However, the magnitude of a statewide public safety network means future Service Providers will likely offer incomplete geographic coverage. DMS is seeking, a commitment from the Service Provider to offer assets and services at fair prices to complete this future public safety telecommunications network. The Service Provider shall provide a brief description of the assets and services that may aid DMS's effort to complete a future public safety telecommunications network and indicate the Service Provider's willingness to provide them.

AT&T recognizes DMS's desire to take advantage of commercial broadband infrastructure and end-user devices to maximize public safety, efficiency, and economy of scale. AT&T is open to further discussions regarding a public-private partnership between DMS and AT&T. AT&T has sites, backhaul, core network facilities, OSS and BSS systems, provisioning systems and network expertise which it can bring to such a collaboration.

4.11 Other AT&T Enhanced Services, Geographical Device Tracking

In Exhibit 1, AT&T describes its capabilities for geographical device tracking using LOC-AID services. AT&T also partners with two other companies, Xora and Telenav, to provide geographical device tracking services. AT&T believes that its Xora GPS TimeTrack and TeleNav Track solutions may also meet the State's service requirements. The following information provides a short description of each service.Xora GPS TimeTrack from AT&T.

AT&T offers the GPS TimeTrack family of products powered by Xora. This solution provides real-time visibility into the locations and activities of mobile workers. Since it is a 100% Web-based solution, it is easy to deploy, requires no special hardware to purchase, and no software other than a standard Web-browser. Users simply carry any supported AT&T GPS-enabled mobile phone and office staff can see where they are using any PC connected to the internet.

The portfolio of supported devices is constantly expanding. The current supported device list includes devices such as Blackberry, Windows Mobile, Android, and rugged handsets like the Samsung Rugby and Motorola Tundra.

Device-location logging intervals are customizable down to every two minutes via the Xora web portal. Logged information for each device is electronically stored and maintained by Xora for a period of thirty (30) days. A daily record (electronic file) of all logged devices activity can be downloaded to DivTel via the Xora web portal.

Xora's management web interface (GUI) is accessible to clients and has the capability of being integrated with other back-end systems. The Xora web interface plots individual device day history locations, and real-time location on an electronic Florida road and county map (Google maps on the Xora website). Information can be filtered based on a defined group of devices or a single unit.

Tracking can be enabled and disabled based on subscriber specific start and stop times (e.g. starting at 7:00 AM and ending at 6:00 PM to track strictly during the business day) and the sampling frequency. AT&T can work with DivTel to enable location records collected locally to be transferred electronically to other DivTel or subscriber systems. Transferred information includes:

- Device ID (phone number or data device identifier)
- Location history with location (Lat-Long), date, and time for each unique entry

Xora GPS Timetrack Standard includes the following features

Live Web Training
24/7 Live Phone Support
Custom Landmarks
Wireless Timecards and Job Tracking
Speed and Direction
Geofencing
Job Dispatching
Two Way Messaging
Mileage Tracking
Required Client Application on Device
Stop Alerts and Reports
On-demand Location (Ping)
GPS Location Tracking, Maps and Reports
Teams and Groups
One Way Messaging PC to Handset

Xora GPS Timetrack Premium includes all standard features plus the following

Custom Wireless Forms
Custom Job Workflows
Image Integration
Audio Note Integration
Xora GPS Timetrack Supervisor includes all standard features plus
Crew Management

TeleNav Track from AT&T

TeleNav Track™ combines the latest advances in GPS, wireless and Web technologies to make mobile workforce and asset management possible.

TeleNav Track is a hosted solution in the Software as a Service (SaaS) model.

TeleNav Web command console

TeleNav Track provides a web-based portal for all information and reporting including a unique, customizable Dashboard. The portal allows for creation of individual logins and each login can be filtered for administrative capabilities.

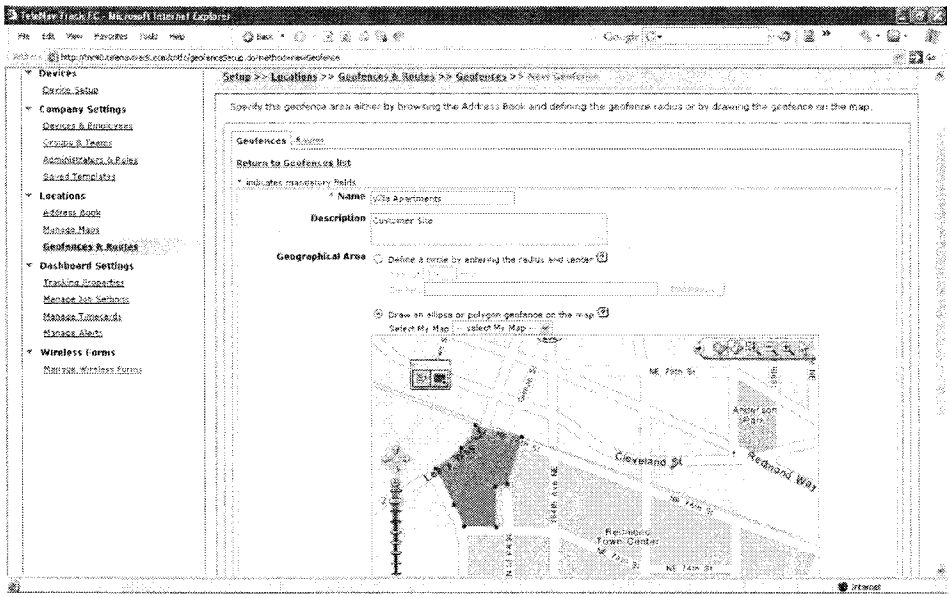
The TeleNav Track Web-based command console is an environment for managing system users and teams, monitoring and tracking assets, viewing and managing dispatched jobs, and accessing reports. Command console is designed to permit management of a large number of workers that are organized into regions and teams. The dashboard can be custom configured, enabling administrators and managers to view multiple custom maps (with unique teams and landmarks), monitor alerts, and more.

Telenav Track also includes a mapping interface that includes the following features:

- Interactive maps for monitoring workers and assets
- Auto-refresh
- Zoom in/out based on user selection
- Dragable maps
- Maps customizable with image overlay
- Can integrate into Google Maps
- User/team identification on map or list
- User/team may be identified by unique label
- Click on user displays user name, location, speed and direction
- Color indicator of status
- Speed/direction of travel displayed
- Customer-defined landmarks and points of interest
- Nearest worker function - Locate nearest worker
- Worker now function – Locate a particular worker

Additional Features of Telenav Track
Geo-fencing

Geofences can be created in various shapes, including circles, polygons, and ellipses to define the boundaries of work sites or acceptable areas of operation. Personnel that cross defined boundaries, whether entering or exiting, trigger alerts that can be monitored in near real time or tracked for historical reporting of location, path of travel and route reporting.



GPS Navigation

To reduce travel time and save fuel, TeleNav Track can provide voice and onscreen driving directions – turn by turn -- with automatic rerouting if drivers make mistakes or encounter traffic or construction. Additional capabilities include:

- Fully integrated with dispatching – just click on job to get driving directions
- Semi-truck routing helps big-rig drivers avoid low bridges and other obstacles
- Route optimization calculates the most efficient route between multiple locations

Wireless Forms: Paper documents can be supplemented or replaced by wireless forms that are integrated with the location features of TeleNav. Forms can be used for registration, capturing job information (including photos or parts used), surveys, inspections, and attendance. Forms can be customized using branching logic and eighteen different field types to re-create virtually any document.

Back-office Integration: TeleNav Track is designed to work with, and extend the value of existing back-office systems, including dispatching/work order management, payroll, accounting, and others. AT&T can work with DivTel and the member agencies to determine the most effective method of integrating TeleNav information with back-office systems. TeleNav Enterprise Server offers the ability to securely exchange information and transactions with third-party back-office systems, and TeleNav Data Exchange provides for highly customized integration projects using APIs and Web services

TeleNav Asset Tracker: Used to track physical assets, TeleNav Asset Tracker works both indoors and outdoors. Asset Tracker can be powered from an external source or it can rely on an internal rechargeable battery that can last up to three weeks.

Benefits from using TeleNav Asset Tracker:

- Improve asset efficiency by knowing the exact location of all of your valuable assets such as reserve fire apparatus, generators, and construction equipment

- Reduce operational costs or response time to an incident by locating the nearest appropriate asset
- Increase security by having a covert, hard-wired GPS device attached to your assets at all times. Automatic alerts can be triggered based on movement or Geofence boundaries
- Asset Tracker devices are displayed and tracked in the same way as other operational units

Messaging: Using the device tree, "find closest," or the tracking map, dispatchers can send text messages to all workers, particular groups, or one or more individuals. The message interface allows for a short message or question to be transmitted, along with acceptable canned responses. Messages are sent to mobile workers devices through SMS, email or TeleNav Track's own message function (does not require SMS plan).

Reports Standard reports can be viewed directly on the web by authorized users, exported to Adobe PDF, or data can be downloaded for analysis in Excel or in your reporting tool of choice using TeleNav Data Exchange. Information may include "breadcrumb" location data, job data, time, and attendance. In addition, reports can be scheduled and automatically sent via email to selected users.

TeleNav Track's Activity Reports describe overall operations by time period. Choose from weekly or daily report views. The weekly report is a summary, while the daily report contains detailed data. Data collected from devices include alerts, events, and mileage driven.

Alerts Users can define tracking alerts and assign them to one or more groups or a team. When pre-defined limits are exceeded, such as when a user exceeds a defined speed or geographic area, alerts are triggered. Dispatchers and administrators have immediate visibility on the TeleNav Track Web command console, and alert messages can be sent to specific workers' or managers' devices through email, SMS, and TeleNav Track's built in message capability.

The following is a summary of the Telenav Track feature set:TeleNav Track™ Standard includes:

24/7 Live Phone Support
Live Web Training
Required Client Application on Device
GPS Location Tracking, Maps and Reports
Stop Alerts and Reports
Custom Landmarks
Wireless Timecards and Job Tracking
Speed and Direction
Geofencing
Teams and Groups
Job Dispatching

TeleNav Track™ Premium includes:

24/7 Live Phone Support
Live Web Training
Required Client Application on Device
GPS Location Tracking, Maps and Reports
On-demand Location (Ping)

Stop Alerts and Reports
Custom Landmarks
Wireless Timecards and Job Tracking
Speed and Direction
Custom Wireless Forms
Geofencing
Custom Job Workflows
Teams and Groups
Job Dispatching

AT&T Remote Mobility Zone
AT&T Remote Mobility Zone (ARMZ) can provide recoverable GSM voice and data equipment that can be dynamically deployed in a disaster area where mobile coverage has been disrupted. It can also be set up in any area where AT&T cellular coverage is not available, but in which AT&T is licensed to provide cellular service. AT&T Remote Mobility Zone works with optional satellite services, which are available for purchase separately, or you can elect to utilize your own satellite or LAN connectivity for backhaul to the AT&T cellular network. Service components include management of customer-deployable GSM picocell base station equipment, optional service level agreements and optional satellite services which are purchased separately from AT&T Mobility Vanguard Services LLC, a wholly owned subsidiary of AT&T. Picocell base stations support 2.5G (EDGE) voice and data services and can serve up to twenty-eight concurrent calls per picocell.

Service Configurations
Two solution service models: mobile and fixed. Mobile Service Configurations

- Mobile zones are deployed as a fly-away, suitcased system, or as a fully-integrated solution in a vehicle for park and use capability. Installation requires little involvement from AT&T and little effort by responder
- Suitcase system containing Picocell site and either satcom modem/

ACU or IPSec Router along with antennas and telescoping masts

- Coverage area ~½ mile radius
- Vehicle-mounted or "flyaway kit" options
- Mobile flyaway and vehicle park

Fixed Service Configurations

- Fixed zones are not mobile and are deployed either permanently or semi-permanently in zones where AT&T holds licensed spectrum but does not offer coverage and/or does not plan to offer coverage
- Coverage area ~1 mile radius
- AT&T is involved in the installation, configuration and provisioning of the site, and providing coordination within the local market.

EXHIBIT 5 – SERVICE LEVEL AGREEMENT MATRIX

Exhibit 5 - Service Level Agreement Matrix

SLA Item	SLA Description	SLA Definition, General Service Performance Matrix	SLA Timers	Credit Allowance
1	IPSec VPN (primary/secondary) Appliance Failover	In the event there is an IP connectivity failure caused by the Service Provider's primary IPSec VPN appliance, the Service Provider network shall failover to their secondary IPSec VPN appliance to maintain connectivity to MFN. In the event there is an IP connectivity failure caused by the MFN primary IPSec VPN appliance the Service Provider's IPSec VPN appliance shall failover to the MFN secondary IPSec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Service Provide devices or other as agreed upon by DMS. The SLA credit allowance shall be charged to the Service Provider if their primary and secondary VPN appliances fail simultaneously or other Service Provider network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Service Provide shall be exempt from this SLA if the MFN primary and secondary VPN appliances fail simultaneously.	500 seconds, Within	5% of the affected users' MRC

2	Engineering Coverage Maps, (Voice and Data)	The Service Provider shall provide outdoor engineering coverage maps acceptable to DMS that accurately reflect the reliable voice and data service areas in the State of Florida within forty-five days from the contract execution date. If the coverage area changes from the original maps submitted, the Service Provider shall provide an update revision to DMS within ninety days of the change. AT&T coverage maps satisfy this SLA's map requirements and are available and updated on at least a monthly basis at http://www.wireless.att.com/coverageviewer .	45-days, Within	$1,000.00 per-day thereafter, until provided
3	Hardware Shipment	From the Service Provider receipt date of the OaSIS electronic service account order, the Service Provider shall ship the ordered hardware to the delivery address within seventy-two hours. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from the SLA. The SLA shall be measured by the Service Provider and verified by the OaSIS ordering system.	72-hours, Within, except during holidays	$50.00 per-failure to ship, or failure to notify
4	Operational Guide and User Guide	Failure to respond, within 30 days to a DMS requested actions (review and/or input) regarding the development and maintenance of the Operational Guide and User Guide. The Operational Guide shall describe the operational relationship between the Service Provider and DMS (e.g. order processing, service provisioning, service monitoring and maintenance, troubleshooting and reporting, billing, etc.) The User Guide shall describe the service relationship between the SUNCOM end-users and DMS.	As Required by DMS for the Life of the Contract	$1,000.00 per-failure to respond

5	Escalation Procedure	From the contract execution date, the Service Provider shall provide an escalation procedure and contact list to be used by DMS to remedy unresolved problems within thirty-days. Thereafter, the Service Provider shall provide updates to the escalation procedure and contact list as required. The Service Provide shall be subject to the SLA credit allowance if the escalation procedure or contact list is found to contain outdated or incorrect information applicable to the DMS discovery date.	30-days, Within	$1,000.00 per day thereafter, until provided or until updated
6	Existing Wireless Data Customer Migration	Once the Service Provider receives the OaSIS electronic service account order to migrate the existing wireless data customers, the Service Provider shall move all existing wireless data users to the new MFN access method as specified in the contract technical exhibit within one hundred twenty (120) days.	120-days, Within	$3.00 per-day, per-wireless data device thereafter, until completed
7	Planned Wireless Service Outage Notification	The Service Provider shall send a two-business day (minimum) advance electronic notification which informs DMS and the affected end-users of a planned service outage which includes the date, time, and estimated duration of the outage. The SLA shall be measured and verified by the Service Provider's system.	2-business days, Prior to	$2,500.00 per-planned outage, failure to notify
8	Unplanned Wireless Service Outage Notification	The Service Provider shall send a notification to DMS communicating the wireless services is not available in a generalized area within Florida which includes an estimated time for service restoration within five hours (maximum) from the outage start time. The SLA shall be measured and verified by the Service Provider's system.	5 hours, Within	$2,500.00 per-unplanned outage, failure to notify
9	Helpdesk Verification Tool	The Service Provider shall make available to DMS a web-based application tool to verify the helpdesk performance. The web tool shall generate a matrix of all helpdesk tickets captured for the past ninety days. The matrix shall include an end-user and at least one wireless device identifier, unique helpdesk ticket identifier number, ticket status (open/closed), and history log for each ticket.	180-Days From contract execution date	$300.00 per-day thereafter, until provided

10	Service Provider Network or Wireless Device Provisioning Error	Upon receipt of an end-user helpdesk ticket related to a wireless device provisioning error, the Service Provider shall correct the provisioning error within four hours. The four hours time period shall be measured using the automated (open/close) timestamps contained within the helpdesk ticket. A provisioning error is defined, in this instant, as any error in provisioning a wireless device or network provisioning error made by the Service Provider which prohibits the wireless device from establishing a usable communication channel due t to initial provisioning or activation of the wireless device.	4 hours, Less than	$50.00 per ticket
11	Maximum SLA Payout	Total SLA payouts shall in no case exceed 3% of current year to date annual contract revenue. Enhanced services (Exhibit 4 of the Contract) shall not be included in SLA total contract revenue calculations.	Current YTD Revenue	Not to Exceed 3%

Exhibit 6

State Technology Office

STO Purchasing
4030 Esplanade Way
Tallahassee, FL 32399

Phone 850-922-2756
Fax: 850-413-8623

WIRELESS DATA SERVICES

CONTRACT BY AND BETWEEN

CINGULAR WIRELESS

AND THE

STATE OF FLORIDA

ACTING THROUGH THE

STATE TECHNOLOGY OFFICE

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CONTRACT

This Contract ("Contract") is entered into as of the last date fully executed (the "Effective Date") by and between Cingular Wireless, ("the Contractor"), and the State of Florida, acting by and through the State Technology Office (the "STO"), with an office at 4030 Esplanade Way, Tallahassee, Florida 32399-0950 (each, a "Party" and collectively, the "Parties")

RECITALS

WHEREAS, the STO issued Invitation to Negotiate ("ITN") No. 03-STO-ITN-011, Wireless Data Services, to solicit firms interested in providing cellular based wireless data services.

WHEREAS, the Contractor responded to the solicitation and, following negotiations between the STO and certain offerors, the STO has determined it is in the best interest of the State to award this prime contract under the ITN, to the above named Contractor, who will provide cellular based wireless data services (24X7X365) in the coverage areas shown on the coverage maps, and in the counties provided with each Contractor's response to this ITN, as applicable to each Contractor.

Smart devices with Personal Digital Assistant Capabilities and e-mail applications such as the Blackberry, Treo 600, Hitachi 1000, etc. may be purchased as a balance of line items to this contract.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

Section 1 Definitions

1.1 Definitions.

Capitalized terms used in this Contract without definition shall have the meanings ascribed below:

"Acceptance" and "Accepted" mean, with respect to each Deliverable, that such Deliverable have been accepted by the STO in accordance with Section 3.5 as meeting the specified Deliverable requirements set forth in the contract.

"Attachment" means a written attachment to this Contract as may be agreed upon by the Parties from time to time that sets forth certain additional terms and conditions or information relating to this Contract.

"Change" means a material change to the Services or Deliverables to be provided under this Contract. Any Change must be mutually agreed upon by the Parties and implemented in accordance with the change order process set out in Section 3.2.

"Confidential Information" means all pre-existing documents, software and documentation, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials Contractor and the State provide to each other in the course of the negotiation of and the term of the Contract, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Confidential Information includes, without limitation, the STO Materials, and all STO data stored on Contractor equipment or processed through the applications provided by Contractor as well as all records and information: (i) that has been marked as proprietary, confidential, or a trade secret; (ii) whose confidential nature has been made known; or (iii) that due to its character and nature, would be deemed a trade secret under then-applicable state law. Notwithstanding the foregoing, the State's Confidential Information shall only be those records that are deemed "exempt" or "confidential" by the Florida Public Records Law, Chapter 119, Florida Statutes, any other provision of the Florida Statutes, or Section 24, Article I of the Florida Constitution.

"Contract" means this agreement between the STO and the Contractor, including any Exhibits and Attachments referenced herein.

"Contractor" means vendors who are legally bound by this contract to perform the work and/or provide the commodities required by this contract and the Invitation to Negotiate document preceding this contract document.

"Contractor Software" means Software owned or developed by the Contractor or its subcontractors or suppliers (excluding Developed Software) or Software licensed by the Contractor or its subcontractors or suppliers from a third party.

"Deliverables" means those items and/or materials provided, prepared and delivered in the course of performance of the Services herein by the Contractor and that are listed in the Contract.

"Developed Software" means any custom Software developed by Contractor or its subcontractors for the STO under this Contract after the Effective Date in accordance with the Contract, excluding derivative works or modifications of Contractor Software.

"Eligible User" means any entity for which the STO is authorized by law to procure Services hereunder.

"Exhibit" means a written supplement to this Contract as may be agreed upon by the Parties.

"ITN" means Invitation to Negotiate No. 03-STO-ITN-011, Wireless Data Services, issued by the STO on November 13, 2003.

"Parties" means the STO and the Contractor.

"Performance Standards" means specific measurement indicators or service levels representing timeliness and quality of task output as set forth in the Contract.

"Project Manager" means those persons designated pursuant to Section 12.18 of this Contract.

"Services" means the information technology services to be provided by Contractor as described in Section 2 of this Contract, pursuant to the terms and conditions of this Contract, unless otherwise mutually agreed upon in writing by the Parties.

"Software" means those programs and programming, including all modifications, updates and enhancements thereto, and supporting documentation that are required to support the delivery of Services by Contractor.

"STO" means the State of Florida, acting by and through the State Technology Office.

"STO Materials" means any information (including business requirements and functional specifications), data, STO Software or other items provided by the STO or an Eligible User to Contractor or its subcontractors under this Contract.

"STO Software" means Software owned by the State or an Eligible User, or Software licensed by the State or an Eligible User from a third party.

"State" means the State of Florida and its departments and agencies, as applicable.

"State CIO" means the State of Florida's Chief Information Officer.

1.2 Rules of Interpretation.

In this Contract, unless otherwise indicated or otherwise required by the context, the following rules of interpretation shall apply:

(a) reference to, and the definition of, any document (including any Exhibit) shall be deemed a reference to such document as it may be amended, supplemented, revised or modified in the method prescribed herein;

(b) except as explicitly stated otherwise, all references to a "Section" or "Exhibit" are to a Section or Exhibit of this Contract;

(c) the table of contents and Section headings and other captions are for the purpose of reference only and do not limit or affect the content, meaning or interpretation of the text;

(d) defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders;

(e) the words "hereof", "herein" and "hereunder", and words of similar import, shall refer to this Contract as a whole and not to any particular provision of this Contract;

(f) the words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation";

(g) any reference to a governmental entity or Eligible User shall include the governmental entity's or Eligible User's authorized successors and assigns; and

1.3 Hierarchy of Documents.

In the event of any conflict between the terms of this Contract and the ITN, this Contract shall govern. In the event of any conflict or inconsistency between the terms of the body of this Contract and any Exhibit of this Contract, the ITN shall govern.

Section 2 Scope of Services and Compensation

2.1 Purpose and Scope.

The purpose of this contract is to establish a three-year state term contract for the purchase of non-proprietary turn key TCP/IP based statewide enterprise wireless data services. These services will be made available by the State Technology Office to all State of Florida agencies, and all SUNCOM eligible entities, in accordance with Chapter 282 Florida Statutes. The procured wireless data service is intended to provide mobile access utilizing TCP/IP data communications to the State's intranet such that this access is consistent with established State Technology Office Policies, Procedures, Standards, and Guidelines (reference http://myflorida.com/myflorida/State Technology Office/ for additional information). Since no one wireless data Service Provider offers statewide wireless data capabilities or coverage, the State Technology Office is awarding a multi-Service Provider contract award.

2.1.1 Contractor's Role.

The Contractor shall deliver the Services and Deliverables to the STO and Eligible Users for whom the STO has procured such Services and Deliverables subject to the terms and conditions of this Contract, and shall act in a reasonably prudent manner, in accordance with generally accepted industry practices and shall follow all mutually agreed upon standards, terms, and conditions of this Contract. The Contractor's failure to perform its obligations under this Contract shall be excused to the extent that such failure results from the STO's breach of warranty, representations, or covenants, or STO's failure to perform its responsibilities under the Contract or any acts or omissions of an Eligible User to which Contractor is delivering Services or any third party contractor or agent of the STO or an Eligible User.

If information provided by the STO or an Eligible User is incomplete or incorrect, or if facilities, equipment, software, data, or other resources provided by the STO or an Eligible User are not in compliance with applicable laws, rules and regulation, or if any necessary authorizations or consents have not been obtained with respect to STO Materials provided to Contractor or its subcontractors, any work required to correct problems created by the use of such information or resources shall be treated as a Change request under Section 3.2 of this Contract. The STO shall promptly notify Contractor of such inaccuracies, omissions, or noncompliance of which the STO becomes aware.

2.2 Specific Services and Deliverables.

The Contractor shall deliver Services and Deliverables in accordance with the contract. The Contract specifies in detail units of Deliverables, milestones or a clear definition as to the Services or Deliverables to be provided by the Contractor.

2.3 e-Procurement Transaction Fee.

The State has instituted MyFloridaMarketPlace, a statewide e-Procurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a transaction fee of one percent (1.0%) ("Transaction Fee"), which the Contractor shall pay to the State. The Transaction Fee shall apply to the portion of payment to Contractor that is not attributable to STO's agreed-upon overhead or remuneration, as defined in the Contract.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code and shall file any reports required hereunder. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a pro rata credit for any Transaction Fee paid by the Contractor for the purchase of any Deliverable(s) if such Deliverable(s) are returned to the Contractor or rejected by STO through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined in accordance with this Contract due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

Contractor's failure to comply with these requirements shall constitute a breach of a material obligation of this Contract by the Contractor, subject to Section 9 hereof. **CONTRACTOR DELINQUENT IN PAYING TRANSACTION FEES RESULTING IN AN EVENT OF DEFAULT MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Section 3 Contract Administration

3.1 Contract Management.

3.1.1 Program Management Responsibility.

The Contractor shall be responsible for managing the performance of all Services and the provision of all Deliverables required by this Contract, including all Services and Deliverables.

3.1.2 Key Personnel.

The Parties agree that in order for efficient and effective communication to occur, clear lines of authority and areas of responsibility need to be identified for each Party. The "key personnel," and their duties with regard to this Contract will be set forth in the Contract. Each Party agrees to promptly notify the other in the event of any change in key personnel, or in the address or phone number of key personnel. In addition, the Contractor agrees that in the event it becomes necessary for the Contractor to change "key personnel" while performing the Services, substitution of said personnel shall take place only upon the STO's prior written consent which shall not be unreasonably withheld or delayed. Consent to replace is not required if such "key personnel" (i) resigns from Contractor or takes a leave of absence; (ii) is dismissed by Contractor for cause; (iii) fails to perform his or her duties or responsibilities pursuant to the Contract; or (iv) dies or is unable to work due to his or her disability. However, the STO shall have the right to reject any proposed replacement key personnel, which rejection shall not be unreasonably made. For illustrative purposes, "key personnel" shall include Project Managers and any other persons designated as "key personnel" in the Contract.

3.1.3 Knowledge of Intent to Transfer Corporate Interests.

The Parties recognize and agree that award of the Contract is predicated upon features of the Contractor's business organization. By execution of this Contract, Contractor represents that it has no knowledge of any party's intent, either individually or as a group, to transfer more than 49.9% of all interests entitled to vote in the Contractor in one transaction or a series of transactions.

3.1.4 Meetings.

Within thirty (30) calendar days following the Effective Date, the Parties will mutually determine an appropriate set of periodic meetings to be held between the STO and the Contractor. At a minimum, these meetings will include periodic project status meetings and monthly meetings between the Parties' Product/Project Managers and any other necessary parties. For the monthly meetings, the Contractor shall publish an agenda sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting. The STO must approve the agenda before Contractor publishes it, which approval may not be unreasonably withheld or delayed. The Contractor shall not be entitled to additional compensation for meeting preparation or attendance.

3.1.5 Meeting Minutes.

The Contractor shall provide detailed and well-documented meeting minutes for the periodic meetings referenced in paragraph 3.1.4 above. Draft meeting minutes will be distributed by the Contractor to individuals who attended the meeting on behalf of the STO within three (3) business days of the subject meeting so that any errors can be corrected and items not included can be added by the Contractor prior to issuance as a Deliverable.

3.1.6 Reporting.

The Parties will mutually determine an appropriate set of periodic reports to be issued by the Contractor to the STO. At a minimum there shall be a monthly report summarizing the Contractor's performance, including Services and Deliverables accepted by the STO or due the STO, the failure of Contractor to provide any Services or Deliverables due or to otherwise meet Performance Standards, and any disputes between the Contractor and the STO regarding Services or Deliverables. Where the report includes any failure to provide Services or Deliverables, or to otherwise meet Performance Standards, the Contractor shall state a proposed method to cure such failure and to prevent such failure from recurring.

3.2 Change Orders.

As a general rule, Changes shall be permitted to the Contract by mutual agreement of the Parties, consistent with this Section 3.2. Such Changes may address, among other things, technological refreshment of the Services and Deliverables provided under the Contract, including the substitution or addition of Services or Deliverables within the scope of the Contract that may become available as a result of technological or professional improvements. The Parties may, at any time during the Term of the Contract, or any extensions thereof, mutually agree to modify the Contract to provide for the acquisition of Services and Deliverables within the scope of the Contract.

3.2.1 Change Order Process.

To propose a Change, either Party will deliver a written proposal (the "Change Order Proposal") to the other Party specifying the proposed Change and specifically identifying the basis for the proposed Change. The Change Order Proposal shall describe (i) the objective or purpose of the Change, (ii) the requirements and characteristics of the Services and Deliverables to be provided pursuant to such Change, and (iii) the requested prioritization and schedule for the Change. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change Order Proposal, the availability of Contractor personnel, expertise and resources to provide such Change, and the time period in which such Change will be implemented.

Within ten (10) business days of providing or receiving a Change Order Proposal, Contractor will prepare a written assessment of the proposal (the "Change Assessment") (i) describing any changes in products, services, assignment of personnel and other resources that Contractor believes will be required, (ii) estimating the increase or decrease in Contractor charges and/or STO remuneration that would be required due to such Change, (iii) specifying how the proposed Change would be implemented, (iv) describing the effect, if any, such Change would have on the Contract, including, but not limited to, time for performance, (v) estimating all resources required to implement such Change, (vi) describing the delivery risks and associated risk mitigation plans, and (vii) providing such other information as may be relevant to the proposed Change.

To the extent that a proposed Change is of such magnitude or complexity that it is not feasible for Contractor to produce a detailed Change Assessment within ten (10) business days, Contractor shall prepare a summary Change Assessment outlining such details regarding the prospective Change as Contractor can ascertain within ten (10) business days, and the Parties shall agree upon a schedule for the production of a more detailed Change Assessment.

The STO will review the Change Assessment and respond within ten (10) business days, indicating whether the STO desires Contractor to implement the Change pursuant to the Change Assessment. If so, the Parties will execute a change order based upon the Parties' agreement.

3.2.2 Effect of Change Orders.

Changes to the Services or Deliverables, manner or method of providing the Services or Deliverables, shall be made in writing and be executed by the STO and Contractor's authorized agent and otherwise in accordance with the terms of the Contract. Contractor shall have no obligation or authority to commence work in connection with any Change until the schedule, the Services or Deliverables, the start and expiration dates, and any other terms and conditions proposed by a Party have been established and set forth in a written Change order executed by the STO and Contractor. Change orders may include or result in suspension of work.

3.2.3 Technology Refresh Proposal.

During the course of this Contract, the Contractor and the STO shall discuss at least annually technological refreshment in connection with the Services. If the Parties mutually agree, Contractor shall submit a Technological Refreshment Proposal for STO consideration to propose substitutions or additions for any provided Services and Deliverables that may become available as a result of technological improvements. If the Parties mutually agree, Contractor shall provide a live test demonstration of the substitute Service or Deliverable. The STO is under no obligation to modify this Contract in response to the Contractor's proposed additions or substitutions. Such additions or substitutions may include all or any part of a given Service or Deliverable provided that the following conditions are met and substantiated by documentation in the Contractor's Technological Refreshment Proposal:

(1) The proposed Service or Deliverable shall meet all of the technical specifications and terms and conditions of this Contract.

(2) The proposed product shall have capacity, performance, or functional characteristics equal to or greater than the current Service or Deliverable.

(3) The Technological Refreshment Proposal shall include all information that would be required in a Change Order Proposal and a Change Assessment as described in Section 3.2.1 hereof. The cost of Changes not specifically addressed in the Technological Refreshment Proposal shall be borne solely by the Contractor.

(4) The Technological Refreshment Proposal shall include a description as to how the suggested change would result in cost savings to the State and/or Eligible Users.

Contractor has the right to revise, in whole or in part, any Technological Refreshment Proposal prior to acceptance by the STO. Contractor will use commercially reasonable efforts to ensure that prices for additions or substitutions are comparable to replaced or discontinued Services and Deliverables. If a Technological Refreshment Proposal is accepted and made a part of this Contract, an equitable adjustment modifying the Contract price and any other affected provision of this Contract shall be made in accordance with this section and any other applicable provision of this Contract.

Any Change orders to be made based upon a Technological Refreshment Proposal shall be made in accordance with Section 3.2.1 hereof, and shall be subject to the restrictions of Section 12.2 hereof.

3.3 Warranty.

3.3.1 Contractor Warranties.

The Contractor warrants that the Services and Deliverables shall be delivered in accordance with Performance Standards and specifications set forth in the Contract.

With respect to Deliverables for which warranties and the duration thereof are not addressed in the Contract, this warranty will remain in effect for a period of twelve (12) months following Acceptance of each Deliverable required by this Contract.

With respect to Services for which service levels and remedies are not addressed in the Contract and that do not meet this warranty throughout the twelve (12) months after such Services are initially performed, Contractor will promptly correct, cure, replace or otherwise remedy such performance at no cost to the State.

3.3.2 Exceptions.

With respect to Deliverables, the warranty extends only to the Deliverables existing at the time of the STO's Acceptance, or as later modified pursuant to a Change order by Contractor, and does not apply to any modifications to the Deliverables made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent, nor does it apply to any use of a Service or Deliverable in a manner or for any purpose other than those contemplated in the Contract. The above warranty shall not apply to any non-compliance caused by the STO's or an Eligible User's failure to use corrections or enhancements made available by Contractor.

3.3.3 WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY STATED IN SECTIONS 3.3, 12.27 AND 12.28, THE PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO THE STATE AND TO THE APPLICABLE ELIGIBLE USER OF THE CONTRACTOR'S SERVICES.

This Section 3.3 shall survive termination of this Contract, except that Section 3.3.1 shall not survive (other than for Services and/or Deliverables for which STO has already paid, or will pay, Contractor) termination for convenience by the STO, termination by the STO under Section 12.2 or termination by Contractor due to a STO Event of Default.

3.4 Subcontractors.

Contractor is responsible for the acts or omissions of all subcontractors used by Contractor in the performance of Services during the term. All subcontractors require prior written consent by the STO.

3.5 Acceptance.

3.5.1 Time for Acceptance.

The STO will accept each Deliverable or Service when it meets the requirements of this Contract. Unless otherwise specified in the Contract hereto, the STO shall have a maximum period of ten (10) business days after delivery of a Deliverable or Service to verify that the Deliverable or Service meets the Contract requirements. If the STO does not notify Contractor of a Nonconformity (as defined in Section 3.5.2.) with respect to a Deliverable or Service within the time period required after delivery or redelivery of such Deliverable or Service under Section 3.5.2, the STO will be deemed to have accepted such Deliverable or Service. Notwithstanding the foregoing, Performance Standards set forth in the Contract shall apply throughout the term set forth therein.

3.5.2 Process.

The STO will conduct its acceptance review in a manner so as to identify how the Deliverable or Service materially fails to conform to the specifications or Performance Standards in the Contract (each such material failure constituting a "Nonconformity"). After the State notifies Contractor in writing of any Nonconformity, specifying for each Nonconformity how the Deliverable or Service materially fails to meet the applicable specifications or Performance Standards, and if the remedy for such Nonconformity is not addressed in the Contract, Contractor shall correct such Nonconformity within ten (10) business days, or proceed on another mutually acceptable basis as set forth and agreed to in writing by the Parties. The State shall then have an additional ten (10) business days commencing upon Contractor's redelivery of the Deliverable or Service to verify that the previously reported Nonconformity has been corrected and

report any Nonconformity caused by the correction of the previous Nonconformity.

3.6 Control of Resources.

During the term of this Contract, except as otherwise provided in this Contract or mutually agreed to by STO and Contractor, Contractor shall have the exclusive right to manage all Contractor resources, and all STO resources managed by Contractor under the Contract, used in providing the Services as Contractor deems appropriate, including, without limitation, the right to relocate and substitute computer equipment, personnel and other resources, and to change computer configurations and procedures. Notwithstanding the provisions of the foregoing sentence, if any such relocation, substitution, or change will materially affect the STO, then Contractor shall provide the STO with prior written notice thereof. Upon receipt of such notice, if such change shall upon implementation result in a material change in the pricing/remuneration terms of the Contract, the STO must approve or disapprove of same in writing; provided, that if such change involves implementation of a more current version of Software and if, upon such implementation the version currently in use will no longer be supported by the licensor of the Software, then the STO's approval shall not be required. If Contractor has not received written notice of disapproval by the STO within five (5) days after receipt by the STO of such notice thereof from Contractor, then the STO shall be deemed to have approved such change. The relocation outside the State of Florida by Contractor of personnel or other resources dedicated to providing Services shall require the prior written consent of the STO.

Except as specified in Section 7 of this Contract, any assets owned by the STO (including such assets substituted by the Contractor under this Section) under control of or in the possession of the Contractor upon termination of this Contract shall be promptly returned by the Contractor to the STO. Unless otherwise specified in the Contract, Contractor shall maintain all such assets, including perpetual licenses, under its management or control until such time as those assets are returned to the STO.

3.7 Other Obligations.

Neither Party assumes any obligations or liabilities of the other Party except as expressly provided in this Agreement.

3.8 STO Responsibilities.

During the Term of this Contract, the STO shall retain all responsibilities related to its information technology services requirements.

3.8.1 Data Entry.

Except to the extent that Contractor is responsible under the Contract for inputting data or verifying the accuracy of such data, (a) the STO shall be responsible for inputting all data for processing by the Contractor and verifying the accuracy of all data so entered, and (b) the Contractor shall not be responsible for errors in the Services, including data entry, programs, data files, or output provided to or maintained for the STO, resulting from errors in the STO's or an Eligible User's input data or from the STO's or an Eligible User's failure to comply with Contractor's operating instructions which shall be provided pursuant to the Contract.

3.8.2 Operating Instructions.

The STO will comply with all reasonable operating instructions provided from time to time by the Contractor in writing and in advance to the STO for purposes of assuring proper and efficient delivery of the Services, which instructions must comply with instructions or protocols provided by third party vendors.

3.8.3 Cooperation.

The STO will cooperate with the Contractor by making promptly available, as reasonably requested by the Contractor, such management decisions, personnel, information, data, facilities, approvals and acceptances to the Contractor as may be required to enable the Contractor to properly perform its obligations under this Contract.

Section 4 Financial Management

4.1 Audit Rights.

The Contractor recognizes and acknowledges the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and recognizes and acknowledges that it is providing services under this Contract in the place of, and on behalf of, the State. As such, upon reasonable notice the Contractor shall provide the State, including any authorized officer or employee of the State, with reasonable access to inspect and copy all records and information, including records and information stored electronically, related to this Contract that are public records under Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and which are not exempt from disclosure. In connection with such access, Contractor shall permit inspection and copying of records in the possession of the Contractor by officers or employees authorized to have access in the performance of their official duties. Without limiting the class of those authorized to perform an audit, the Contractor acknowledges that the Department of Financial Services, the State Auditor General, the Florida Department of Management Services' Inspector General, the Office of Program Policy and Government Analysis, applicable federal agencies, and independent agents hired by the foregoing or the STO may conduct audits. The following records are specifically excluded from inspection, copying, and audit rights under this Contract: (i) financial records of the Contractor that are unrelated to this Contract, (ii) documents created by and for the State or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the State under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and (iii) information of the Contractor that is a trade secret or otherwise confidential in accordance with then-applicable State law. The STO acknowledges, however, that if such audits disrupt the Contractor's operations or degrade Contract performance, including compliance with Service Levels or Performance Standards, the Contractor shall not be liable for any breach of Contract requirements or failure to meet Performance Standards related to such disruption or degradation. Contractor must provide STO with notice as promptly as possible of any such disruption or degradation that will occur or has occurred and shall make any commercially reasonable efforts (without incurring significant cost) to mitigate such disruption or degradation. Each Party shall be responsible for its own costs associated with audits. Information disclosed during any such audit is subject to the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution.

4.2 Payment upon Termination.

In the event of termination of this Contract in accordance with the provisions of this Contract, the STO agrees to pay the Contractor as provided in Section 11 hereof, or as appropriate, to take actions required by Section 12.2 hereof. To be eligible for payments under Section 11, Contractor shall submit to the STO, within one hundred-twenty (120) calendar days after the effective date of termination, a request for payment of such amounts. However, the STO will immediately pay any amounts previously invoiced and not paid and amounts due and owing pursuant to the Contract. Requests submitted later than one hundred-twenty (120) calendar days after termination will not be honored and will be returned unpaid, provided that the STO may grant exceptions to this requirement as appropriate. Notwithstanding anything to the contrary in this Section 4.2, payment for Services requested by the STO and provided by

the Contractor after termination, including transition assistance, shall be paid as mutually agreed upon. Notwithstanding anything to the contrary, the Contractor shall be afforded an opportunity to amend its final invoice in the event inaccuracies therein are directly attributable to erroneous data provided by the STO or an Eligible User, provided Contractor delivers such amended invoice to the STO or Eligible User within 90 days after becoming aware of such erroneous data.

In the event the STO pays any termination costs to the Contractor, the STO shall have the right to have an independent auditor, paid for by the STO, audit the Contractor's costs to verify that termination costs paid to Contractor were costs consistent with the scope of the Contract and actually incurred by Contractor. The intent of such audit shall not be to review the Contractor's business judgment. Contractor agrees to cooperate with any such audit. In the event the audit concludes that the STO paid any amounts to the Contractor in excess of costs within the scope of the Contract and actually incurred by Contractor, the Contractor shall refund such amounts to STO within 10 days of written notice of such finding.

If the Parties wish to dispute any amount to be paid or refunded, they may do so only in accordance with Section 10 of this Contract.

4.3 Invoicing and Payment.

4.3.1 Invoices.

The Contractor shall submit monthly invoices to the STO for payment for Services rendered during the preceding period, as set forth in the Contract.

The billing cycle for this contract shall be a maximum of thirty (30) days from date of first bill.

The electronic CSA must be routed back to State Technology Office using the Automated Online CSA system within ten (10) calendar days after the service or facility is installed, with Block 7 completed.

Monthly billing statements must be current. The State Technology Office will not be obligated to pay for services made earlier than one billing cycle prior to the current month unless agreed upon in advance by the State Technology Office. Billing in arrears (more than one bill cycle) or in advance is not acceptable and the State Technology Office will not be obligated to pay unless agreed to in advance.

Contractor shall submit during the first six (6) days of each month an itemized bill for SUNCOM qualified users to the State Technology Office billing department. The bill shall be received not later than the 6th day of the month following the month of usage billed.

Contractor shall offer direct agency billing for wireless services to SUNCOM customers if requested and approved by the State Technology Office. State Technology Office retains audit authority for all services provided as a result of this Contract.

4.3.2 Disputed Invoices and Penalties.

If the STO reasonably and in good faith disputes, or the Chief Financial Officer disputes, that any portion of any amount claimed by Contractor is payable or has been erroneously paid, as the case may be, then the STO will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail within forty (40) calendar days of the date the invoice is received, and will pay any undisputed portion of the amount in accordance with Section 4.3.3. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid within forty (40) calendar days after the date of resolution. In the event a Party files for administrative review of a decision regarding such a dispute pursuant to the procedure of Section 10.1 hereof, the Contractor shall have the right, provided it has given thirty (30) days advance written notice, to cease performance of Services or Deliverables for which payment is in dispute, or the earlier of: (a) provided at least one hundred thirty (130) days has lapsed

from the date the notice of dispute has been sent pursuant to this Section, the date the amount in dispute exceeds two million (2,000,000.00) dollars or (b) ninety (90) days after such filing.

A monetary penalty shall be applied to any Contractor that fails to provide a readable and accurate file within the first (6) days of the month as noted above. Beginning the seventh day, the State Technology Office shall levy against the Contractor at fault a credit of $1,000 per day for each day, until the end of the month, to the applicable Contractor's billed amount for any delays in providing a readable and accurate file.

4.3.3 Payment.

In accordance with section 215.422, Florida Statutes, if payment is not issued within forty (40) calendar days, measured from the latter of the date the invoice is received, or the Services or the Deliverables are accepted under Section 3.5.1, an interest penalty will be due to Contractor at a rate as established pursuant to section 55.03(1) of the Florida Statutes on the undisputed unpaid balance from the expiration of such forty (40) calendar day period until such time as the payment is issued to the Contractor. Invoices returned to the Contractor due to preparation errors will result in a payment delay. The forty (40) calendar days to issue invoice payments shall not start to run until a properly completed invoice is provided to the STO. A properly completed invoice shall not be deemed provided to the STO unless, at a minimum, invoice detail, by Service provided to each Eligible User, has been submitted to the STO in an electronic format specified in writing by the STO. Interest penalty disputes shall be resolved in accordance with Rule 3A-24.004, Florida Administrative Code.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

Contractor will be paid monthly for wireless service air-link. The monthly recurring costs shall be tiered and discounted based on the number of users and the amount of transmitted data. The monthly recurring cost shall also include all applicable activation fees, management fees, roaming fees, regulatory fees, taxes, and any and all other associated charges.

Contractor must not provide a roaming fee within the State of Florida.

Contractor must ensure that optional monthly recurring cost, is on a per user basis, for all cost associated with the frame-relay termination equipment and the user authentication system.

Contractor must ensure that the per-Kilobyte rate proposed in the Contractor's response to the ITN is the rate charged to the end-user for data transmissions above the applicable user selected tier.

Contractor shall provide credits for incorrect account charges, and shall have one (1) billing cycle to confirm the disputed charges and reflect credits.

The State Technology Office shall have a forty-five (45) day period to review, reconcile, and make payment to the Contractor(s) upon receipt of a correct Wireless Data Service bill.

Contractor's invoice must contain at a minimum a CSA number, customer name, description of services, number of users, unit prices(s), extended price(s) and total invoice amount.

Contractor shall furnish invoices in an agreed upon Electronic Data Interchange (EDI) format. EDI file transport and translation fees will be paid in accordance with State Technology Office policies. Those policies require the sender to pay all fees required to make the EDI file available to the State Technology Office.

Contractor's electronic file must have search and sort features including, but not limited to: CSA number, IP Address (if applicable), authorizing agency, user name, and company or affiliate name, and be capable of retrieving and sorting IP addresses (if applicable) with additional usage charges. Electronic files must provide the ability to identify and sort new accounts complete with IP Address (if applicable) from the pervious month, and be capable of retrieving and sorting individual invoices and/or CSA's for each user account. Electronic files must have the ability to export all data to any Microsoft® software suite or any other State available billing system. In addition, the electronic file must accommodate print capabilities consisting of print page, section or entire bill.

Contractor shall furnish a copy of the data contained within the EDI data transfer on permanent storage media. The storage media shall be non-proprietary computer storage compact disk (CD).

The Contractor shall provide a detailed line item report grouped by State agency or SUNCOM eligible entity. The summary report shall be a summarization of the total bill to the State Technology Office. The credit report shall be a line item report group by State agency or SUNCOM eligible entity. Summary information shall be provided each contract quarter to the State Technology Office.

4.4 Competitive Pricing.

The Parties agree to review on an annual basis the competitiveness of the prices the Contractor charges to the STO for Services and Deliverables by comparing the combined pricing for all Services and Deliverables provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States state government customer for a mix of services and deliverables substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving goods and services from Contractor at a combined price below that being charged to the STO pursuant to this Contract, the Parties agree to amend this Contract as necessary to reflect the lower price; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from Services and Deliverables provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts.

In connection with the review described in this Section 4.4, Contractor has no obligation to provide the STO with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

Section 5 One Florida

5.1 Utilization of Small Business Concerns.

It is the policy of the State that minority and woman-owned business enterprises (MWBE) have the maximum practicable opportunity to participate in performing State contracts (see the Office of Supplier Diversity website at http:\\osd.dms.state.fl.us). The Contractor hereby agrees to use reasonable efforts to carry out this policy in the awarding of subcontracts to the extent consistent with efficient Contract performance. The Contractor further agrees to reasonably cooperate in any studies or surveys as the State may conduct to determine the extent of the Contractor's compliance with this clause.

5.2 Contractor's Commitment.

At a minimum, Contractor shall:

- Comply with One Florida, Equity in Contracting, as set forth in Executive Order 99-281 (see http://www.state.fl.us/eog/executive_orders/1999/november/eo99-281.html).
- Identify and report MWBE participation.
- Provide opportunities for MWBE participation.

5.3 Non-Discrimination and Equal Opportunity.

The Contractor agrees to not discriminate on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status in their employment practices and with respect to availability and accessibility of services to the public. The Contractor agrees to comply with all applicable laws of the State of Florida and of the United States of America, regarding such non-discrimination and equality of opportunity. Furthermore, in accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity and may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. By reference, the Contractor submits that it is not in material violation of any laws referenced herein as of the Effective Date and for the life of the Contract. Any material violation of such laws by Contractor will be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

Section 6 Performance Standards

The Contractor agrees to all of the technical requirements/performance measures provided in the the Contract. The Contractor agrees that Hayes e-Government Resources, Inc. is the integrator for services provided as provided in the Contract.

Section 7 Software and Intellectual Property

7.1 STO Materials.

To the extent required by the Contract, the STO will provide, and will use commercially reasonable efforts to ensure applicable Eligible Users provide, to the Contractor and its subcontractors the STO Materials as required to enable the Contractor to provide the Services during the term of this Contract. The STO will obtain, and will use commercially reasonable efforts to have Eligible Users obtain, all consents necessary to permit the STO and applicable Eligible Users to provide the STO Materials to Contractor and its subcontractors and to permit Contractor and its subcontractors to use the STO Materials as required to provide the Services, and will provide evidence of such consents to Contractor at its request. The STO will make all payments necessary, and will use commercially reasonable efforts to ensure applicable Eligible Users make all payments necessary, to obtain such consents, and the Contractor will cooperate with the STO and Eligible Users in obtaining such consents. Contractor shall use commercially reasonable efforts to minimize the cost of any such cooperation. In the event that STO Materials or Contractor's and its subcontractors' use thereof in accordance with this Contract infringe or violate the rights of any third parties or any applicable legal requirements, Contractor's sole remedy shall be as set forth in Section 2.1.1 hereof. All STO Materials provided or used by the STO or Eligible Users pursuant to this Contract shall remain the exclusive property of the STO, Eligible Users, or their licensors, unless expressly provided otherwise in the Contract. The Contractor shall not have or obtain any rights in STO Materials provided to the Contractor under this Contract other than to use the STO Materials solely for the purpose of performing any required responsibilities of the Contractor as otherwise permitted under this Contract, or as otherwise may be authorized by the STO in writing from time to time.

Unless expressly provided otherwise in the Contract, the STO will be responsible for, and will use commercially reasonable efforts to ensure applicable Eligible Users are responsible for, maintaining their respective STO Software and for any license or maintenance fees related to providing their respective STO Software for use by the Contractor and its subcontractors under this Contract. Unless Contractor is paying maintenance or license fees related thereto pursuant to the Contract, Contractor shall use STO Software only for purposes of this Contract. The use of STO Software by the Contractor shall be subject to any restrictions and other license terms for such Software (including any restrictions and license terms contained in applicable third party license agreements).

7.1.1 Deliverables

The Contractor must provide deliverables as outlined below: The Contractor must be capable of receiving on-line CSA's on or before 30 days from final execution of the contract.

Item	Wireless Data Service Deliverables
1	Contractor must provide a complete "turnkey Wireless Data Service" meaning there shall be nothing remaining to purchase or be supplied by the State Technology Office, State Agency, SUNCOM customers, or end user other than those items so indicated in the responses received from vendors.
2	Contractor must provide protection against fraudulent use of their wireless technology, as provided in their responses too the Invitation to Negotiate.
3	"Wireless Data", "Wireless Data Service", or "Wireless Service" shall be synonymous with wireless mobile data access service and is intended to describe TCP/IP mobile data access to applications that reside within the State's intranet via a wireless modem (or other appropriate device) utilizing 2.5G and greater (high speed) wireless cellular technologies.
4	Contractor must provide a seamless or transparent transfer of existing CDPD subscribers to the new Wireless Data Service.
5	Contractor must reimburse the State Technology Office $1,000 per day for any existing CDPD user that has not been migrated to the new wireless service on or be before September 30, 2004 provided the applicable Contractor receive the authorization CSA for that user on or before August 30, 2004.
6	Contractor shall be solely responsible for the installation, maintenance, and administrative servicing of all services and facilities provided during the life of the contract, regardless of whether the Contractor own or lease these facilities.
7	The Contractor must establish an account and utilize the Automated Online CSA system.
8	Contractor shall furnish up to fifteen (15) wireless data test accounts to the State Technology Office for test and performance evaluation purposes for the life of the awarded contract at no cost. Hayes must supply 15 test accounts for each wireless data provider.

9 Contractor agrees to provide, on an annual basis during the Term of this Contract, and at no cost to the State Technology Office, (to include travel, lodging, meals, registration fees, etc.) attendance for two (2) State Technology Office employees for technical training classes, and/or a technology applications visit, and/or an update conference(s) such as user group meeting(s).

10 Contractor must provide as an option the transmission modem as part of the Wireless Data Service. The State Technology Office shall not be held accountable for lost, stolen, or damaged wireless modems. The Contractor may hold liable the end user or the applicable agency.

11 Contractor must provide all applicable modem software and continuously update the modem software remotely through the wireless network to the latest revision available from the modem manufacturer.

12 Contractor shall deliver the modem to the integrator (Hayes) for the end-user distribution.

13 The Contractor must provide that the dynamic IP address scheme or solution must be capable of assigning a particular user-group to a specific IP address range or pool.

14 The Contractor must furnish dynamically configurable publicly routable IP address ranges as required by the State Technology Office or SUNCOM eligible customer.

15 The Contractor's wireless network solution must provide an option of supplying or blocking end-user Internet access based on the modem's IP address.

16 Contractor must ensure that all equipment and facilities are compliant with associated wireless data systems, industry standards, and all other applicable requirements.

17 Contractor must employ the current case management (helpdesk) system in use by the State Technology Office for any issues associated with the services offered. This includes any functions available in the Enterprise Technology Services Desk (ETSD) and any processes required for escalation of issues to be resolved. Any integration or cost associated with said utilization will be the responsibility of the Service Provider(s).

18 Contractor shall provide helpdesk support to all wireless data customers continuously 24x7x365 (24 hours per-day, 7 days per-week, 365 days per-year) for the life of the contract.

19 Contractor must provide a centralized trouble reporting and maintenance system (Contractor's NCC) that is staffed 24 hours a day, seven days a week, 365 days per year.

20 Contractor must warrant that all work performed complies with customary, reasonable, and prudent standards of care in accordance with the industry and must perform any and all services desired herein in a professional manner.

21 The Contractor must be capable of receiving on-line CSA's on or before 30 days from final execution of the contract.

7.1.2 Balance of Line

The State Technology Office reserves the right to accept any optional equipment as balance of line equipment at negotiated prices, such as, but not limited too, smart devices with personal digital assistant capabilities and e-mail applications (Blackberries, Treo 600's, Hitachi 1000, etc.), and other equipment at any time during the term of this Contract. Additionally, new products may be added and prices negotiated accordingly.

7.2 Trade Secrets.

In the course of performance hereunder, the Contractor may use or provide to the STO proprietary products, materials, information, tools, and methodologies that are the trade secrets of the Contractor or third parties (collectively "Proprietary Items"). The STO and applicable Eligible Users shall have or obtain no rights in such Proprietary Items (or in any modifications or enhancements to them) other than (i) to use them as authorized by Contractor in writing from time to time solely for purposes of performing any required responsibilities under this Contract, (ii) to the extent the Proprietary Items are incorporated into a Deliverable, to use them as part of the Deliverable for purposes of the STO's and applicable Eligible Users' internal business only, (iii) pursuant to the standard license for such Proprietary Items or, in the case of Proprietary Items owned by third parties, pursuant to terms acceptable to the applicable third party, or (iv) as otherwise provided in this Contract. If Proprietary Items are made available to the STO under (i) or (ii) above, they will be made available in an "AS IS" condition and without express or implied warranties of any kind; those Proprietary Items made available under (iii) above shall be subject only to applicable terms of the applicable license. Notwithstanding the foregoing, nothing in this Contract shall limit the STO's rights as set forth in Sections 7.2 and 7.3 hereof, or the full exploitation of those rights by the STO.

The Contractor and the STO each acknowledge that the Software provided by the other Party (excluding Developed Software) includes proprietary information of the other Party, and each Party agrees to keep and treat such Software as a trade secret or otherwise confidential, at all times, consistent with State law.

7.3 Source Code.

With respect to Contractor Software owned by the Contractor and provided to the STO under this Contract, at the STO's request the Contractor shall, at Contractor's option, (1) provide the STO with source code for such Software, or (2) place such source code in a third party escrow arrangement with a designated escrow agent, which shall be identified to the STO, and which shall be directed to release the deposited source code if Contractor materially fails to provide support and maintenance for the Contractor Software as required under this Contract or if Contractor ceases business activities, in accordance with an escrow agreement acceptable to the STO (which acceptance may not be unreasonably delayed or withheld). If Contractor is required under this Contract to provide support and maintenance for such Contractor Software, such source code shall be updated for each new release and modification of the relevant Software issued during the term that Contractor is required to provide support and maintenance. The STO's use of such source code shall be limited to support and maintenance of the Contractor Software for internal use during the term of the license until such time as Contractor resumes support and maintenance for such Software as required under this Contract. The Contractor shall identify the escrow agent upon delivery of the Contractor Software and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph and the applicable escrow agreement.

With respect to Contractor Software licensed by the Contractor or its subcontractors from a third party and provided to the STO under this Contract, Contractor shall use commercially reasonable efforts to obtain for the STO source code escrow consistent with this Section 7.5.

All source code related to Developed Software shall be delivered with Developed Software.

Section 8 Insurance

8.1 Insurance Coverage.

The Contractor shall, at its own expense, maintain the insurance coverage outlined below. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. Contractor performance under this Contract may not commence until certificates of insurance evidencing the required coverage's are provided to the STO.

8.1.1 Commercial General Liability.

The Contractor shall maintain commercial general liability insurance in a face amount of $5,000,000. The STO shall be named as an additional insured in the general liability coverage policy. Each policy shall include thirty (30) calendar days prior written notice to the STO of cancellation for any coverage.

8.1.2 Workers' Compensation Insurance.

The Contractor shall maintain Workers' Compensation insurance as required for the State of Florida under the relevant Workers' Compensation law. The insurance shall cover all of the Contractor's employees connected with the services provided under this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Federal and Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the State, for the protection of employees not otherwise protected.

8.1.3 Automobile Liability Insurance.

The Contractor shall maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $5,000,000 for each occurrence-bodily injury and property damage combined.

8.1.4 Professional Indemnity Insurance.

The Contractor shall maintain professional indemnity (errors and omissions) insurance appropriate for the services provided under this Contract. The limits shall be $10,000,000 per claim.

8.2 Subcontractor Insurance Coverage.

All subcontractors of the Contractor shall maintain the insurance appropriate to the scope of their work.

8.3 Proof of Insurance.

At the request of the STO, the Contractor shall provide to the STO certificates or other mutually agreed upon proof of such insurance or proof of its ability to self-insure satisfactory to the STO, including renewal

or replacement evidence of insurance no more than fifteen (15) days following the expiration or termination of any insurance.

8.4 Deductible Amounts.

The deductible amounts for any peril shall not exceed those determined by the Contractor to be customary in the industry. The Contractor shall be responsible for payment of its deductible.

8.5 Self Insurance.

For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the State, which approval may not be unreasonably withheld.

Section 9 Default and Remedies

9.1 Contractor Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the Contractor hereunder:

(a) Payment. The failure of the Contractor to pay to the STO any sum of money required hereunder, other than amounts disputed in good faith in accordance with Section 4.3.2, within forty-five (45) calendar days after receipt of written notice from the State that the same is due; or

(b) Performance. Any one of the following events by the Contractor, which is not cured within thirty (30) calendar days (except as specified in (d) below) after receipt of written notice of breach from the State, provided, however, that if the parties mutually agree to extend the period or if such cure is of a nature that it could not reasonably be performed within thirty (30) calendar days, such 30-day period may be extended so long as the Contractor begins performance within such 30-day period and thereafter diligently and continuously pursues performance:

(1) Contractor breaches a material obligation under this Contract where such breach and a respective remedy or credit is not covered under a description of Performance Standards set forth in the Contract hereto; or
(2) The Contractor knowingly employs an illegal alien in the performance of Services; or
(3) The Contractor becomes insolvent or is declared bankrupt; or
(4) The Contractor files for reorganization under the bankruptcy code; or
(5) The Contractor commits any act of bankruptcy or insolvency, either voluntarily or involuntarily; or
(6) The Contractor made or has made an intentional and material misrepresentation or omission in any materials provided to the State; or
(7) The Contractor fails to promptly pay any and all undisputed taxes or assessments imposed by and legally due the State or federal government; or
(8) The Contractor admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors without the approval of the State; or
(9) The Contractor knowingly utilizes a vendor in the performance of Services which has been placed on the State's Convicted Vendors List; or
(10) The Contractor improperly refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Contract and not otherwise exempt from disclosure as a trade secret or otherwise confidential under then-applicable law; or

(11) The Contractor refuses to allow auditor access to Contractor's facilities or otherwise fails to cooperate with an audit as required by the Contract under Section 4.1 in a manner that materially impedes such audit; or

(c) With regard to the events involving bankruptcy or insolvency (events 3 - 5), the Contractor shall, at the discretion of the STO or pursuant to court order, be considered as having cured the event by submitting a post-bankruptcy or post-insolvency guarantee to the STO that the Contractor intends to complete Contract performance despite its bankrupt or insolvent status.

(d) With respect to the events described in subsections (2), (9), and (10) of (b) above, the cure period for Contractor shall be no more than five (5) business days.

9.2 STO Remedies in the Event of Default.

If an Event of Default has occurred pursuant to Section 9.1 above, the STO shall have the right to terminate this Contract with respect to which there has been an Event of Default by Contractor. If the STO elects to terminate, then the STO shall provide the Contractor with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this Section 9.2 and reciting that the STO intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.2 and provides that the STO intends to pursue termination of the Contract if the Event of Default is not cured. If the Contractor fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the STO may terminate the Contract and exercise all of its remedies, including all those at law or equity consistent with the terms of this Contract. In the event of termination, the Parties shall work together in good faith to phase out the Services of this Contract consistent with Section 4.2 and in accordance with any applicable terms herein.

Upon the occurrence of an "Event of Default" on the part of the Contractor, the STO is entitled to any one or all of the following remedies:

(a) termination of the Contract in accordance with this Section 9.2;

(b) seek equitable relief and/or institute legal proceedings against the Contractor consistent with the terms of this Contract to collect payment of any damages or sums owed by the Contractor hereunder, or to compel the performance of any obligation required to be performed by the Contractor hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(c) without limiting the foregoing, Events of Default resulting in termination of this Contract by the STO may also result in:

(1) The Contractor's name being removed from State Purchasing vendor mailing list(s).

(2) All State agencies being advised not to do business with the Contractor without written approval from the Division of State Purchasing until such time as the Contractor reimburses the State for all re-procurement and transition costs.

9.3 STO Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the STO:

(a) The STO fails to timely pay any amounts owed to Contractor under the Contract as provided in Section 4.3 hereof, other than amounts disputed in good faith in accordance with Section 4.3.2; or

(b) The STO breaches any other material obligation under this Contract. The cure period for a material breach by the State shall be thirty (30) calendar days from receipt of notice of material breach; or

(c) Upon the occurrence of an "Insolvency Event of Default." The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default":

(1) the State admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; or

(2) any affirmative act of insolvency by the State or the filing by or against the State (which is not dismissed within ninety (90) days) of any petition or action under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or

(3) the subjection of a material part of the State's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

9.4 Contractor Remedies in the Event of Default.

Upon occurrence of an "Event of Default" on the part of STO, the Contractor is entitled to any one or all of the following remedies:

(a) seek equitable relief and/or institute legal proceedings against the State consistent with the terms of this Contract to collect payment of any damages or sums owed by the State hereunder, or to compel the performance of any obligation required to be performed by the STO hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(b) terminate the Contract. If an Event of Default has occurred pursuant to Section 9.3 above, the Contractor shall have the right to terminate this Contract with respect to which there has been an Event of Default by the STO. If the Contractor elects to terminate, then the Contractor shall provide the STO with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this subsection and reciting that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.4 and provides that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. If the STO fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the Contractor may terminate the Contract and exercise all of its remedies hereunder.

In the event of termination, subject to Section 4.2, the Contractor shall work with the STO in good faith to phase out the Services of this Contract.

9.5 STO May Cure.

If the Contractor commits an "Event of Default" in the performance of any term, provision, covenant or condition on its part to be performed hereunder, the STO may, upon notice to the Contractor, perform or have performed for it the same at the reasonable expense of the Contractor. If, at any time and by reason of such Event of Default, the STO elects to pay any sum of money or do any act which will require the payment of any sum of money, or incur any expense in the enforcement of its rights under this Section 9.5, such sum or sums in excess of the amounts that would have been payable to Contractor for such performance under this Contract, together with a rate of interest, if applicable set forth in section 55.03(1), Florida Statutes, shall be repaid to the STO by the Contractor promptly when billed therefore within the timeframe set forth in Section 9.1(a) hereof. The STO shall use commercially reasonable efforts to mitigate any such costs.

Section 10 Dispute Resolution

10.1 Dispute Resolution.

In the event of any dispute concerning performance under the Contract, the Parties shall use good faith efforts to resolve such dispute informally. Such good faith efforts shall include the provision of written notice describing the basis for the dispute by the Party claiming a dispute to the other Party, and at least one meeting between a management employee of Contractor and the STO's Purchasing Director or other personnel of the Parties with authority to resolve the dispute. If such dispute is not resolved within 30 calendar days after receipt of the initial written notice of the dispute, the dispute shall be referred to the State CIO who shall, within 30 calendar days, make a decision regarding the dispute, reduce the decision to writing and serve a copy on the Contractor. Prior to making any such decision, the CIO shall provide each Party a reasonable opportunity to present its position with respect to the dispute, and shall meet with a representative of the Contractor to attempt to resolve the matter. The decision of the CIO shall be final and conclusive unless within twenty-one (21) days from the date of receipt of the decision, the Contractor files with the State for administrative review.

10.2 Performance to Continue.

Each Party shall continue to perform its obligations under the Contract pending final resolution of any dispute arising out of or relating to the Services subject to Section 4.3.2.

10.3 Confidentiality.

All negotiations pursuant to Section 10 of this Contract shall be treated as compromise and settlement negotiations. Nothing said or disclosed, and no document produced (including any notice, response, offer, argument, admission, finding, recommendation, ruling, opinion, or conclusion), in the course of or in connection with such negotiations that is not otherwise independently discoverable and admissible as evidence shall be offered or received as evidence or used for impeachment or for any other purpose in any arbitration, litigation, administrative proceeding, or other dispute resolution process or proceeding. Neither the STO nor the Contractor shall disclose to any third party, except as may be required by applicable law, any communications or negotiations related to such negotiation or mediation. Neither the STO nor the Contractor shall call as a witness, depose, interrogate, or interview; or attempt to call as a witness, depose, interrogate, or interview, any attorney who participated in the negotiations or mediation for the other Party as to any involvement of such attorney in any aspect of such negotiations or mediation.

10.4 Payment of Fees and Costs.

Except as otherwise provided under the Contract, the STO and the Contractor shall each bear its own costs and expenses incurred in connection with any negotiations pursuant to this Contract. In addition, the STO and the Contractor shall share equally all third-party costs in connection with any attempt to resolve disputes pursuant to this Contract unless otherwise agreed.

Section 11 Term, Renewal, and Termination Provisions

11.1 Term/Renewal.

The Parties agree that the "Term" of this Contract shall be for a three-year period commencing upon the Effective Date unless extended, terminated or renewed as provided herein. Subject to Chapter 287 of the Florida Statutes, and upon mutual agreement, (a) upon expiration of such three-year period, the STO and the Contractor may renew the Contract, in whole or in part, for an additional three-year period, and (b) upon expiration of the initial or renewal, the STO and the Contractor may extend the Term for an additional six month period. Any renewal or extension shall be in writing and signed by both parties. The STO shall provide written notice to the Contractor regarding its intent to renew or extend the Contract prior to the expiration of the Contract. The STO shall rely on several factors in making the determination to renew including, but not limited to, satisfactory performance evaluations by the STO and the availability

of funding.

11.2 Termination for Convenience.

Unless otherwise specified in the Contract hereto, the STO may, upon ninety (90) days written notice to Contractor, terminate for its convenience this Contract, in whole or in part, whereupon the Contractor shall cease the provision of the terminated Services to the STO in accordance with the reasonable terms of such notice.

11.3 Termination for Cause.

Either Party may terminate this Contract in accordance with Section 9 in the event of an Event of Default of the other Party. In the event of the termination of the Contract, the Contractor shall continue to provide any Services required to be provided under the Contract not terminated. If the Event of Default is caused by the default of a subcontractor of Contractor at any tier, and to the extent the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any damages arising from the Event of Default, unless the subcontracted services or supplies were obtainable from other sources without significant increase in costs and in sufficient time for the Contractor to meet the required delivery schedule. If Contractor terminates this Contract for an Event of Default of the State, the rights and obligations of the Parties shall be the same as if the termination had been for the convenience of the STO under Sections 11.2 and 11.4.2. If, after termination of this Contract by the STO due to an Event of Default by Contractor, it is determined that there was not an Event of Default by Contractor or that the Event of Default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been for the convenience of the STO under Sections 11.2 and 11.4.2.

11.4 Consequences of Termination by STO.

11.4.1 Termination for Cause.

If this Contract is terminated by the STO for an Event of Default of the Contractor, the Contractor shall only be entitled to payment for Services performed in accordance with this Contract, which shall be offset by any actual damages caused by the Event of Default and due the STO consistent with the terms of this Contract. This consequence is supplemental to the State Remedies in the Event of Default, addressed in Section 9.2 herein.

11.4.2 Termination for Convenience.

If this Contract is terminated by the STO for convenience, the STO shall, unless otherwise specified in the Contract hereto, compensate the Contractor fairly for the work done and the preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Contract, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, a reasonable allowance for profit for Services and/or Deliverables already provided to and accepted by the STO. The Contractor shall take commercially reasonable efforts to mitigate any such costs arising after notice of termination. Upon termination of its obligations under this Contract hereto, the Contractor shall submit a request for payment as required by Section 4.2 of the Contract. Notwithstanding Section 1.3 hereof, in no event shall the Contract or any such request include any termination costs or charges for termination for convenience that includes loss of profits, anticipated profits or damages in excess of those generally described in this Section 11.4.2.

Section 12 General Provisions

12.1 Advertising.

Contractor shall not disseminate to the public any written sales or marketing information concerning the

Contract without prior written approval from the STO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the STO as a reference, or otherwise linking the STO's name and either a description of the Contract or the name of the State or the STO in any material published, either in print or electronically, except to potential or actual authorized subcontractors or Eligible Users (as authorized by the STO). Within a reasonable time after the Contract's Effective Date, the Parties shall issue a mutually agreeable joint press release regarding the Contract and the Services to be provided hereunder.

12.2 Annual Appropriations.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Contract, as used in the preceding sentence, shall include all provisions hereof, all Exhibits hereto, and any Changes pursuant to this Contract. If appropriations are required, the STO shall affirmatively take all reasonable steps to seek such appropriations, but shall not guarantee the securing of annual appropriations. The State of Florida, as used in this Section 12.2, specifically includes the STO.

The Parties acknowledge and agree that there is no intent to violate section 216.311, Florida Statutes, with the execution of this Contract, and that any provision deemed to violate that statute shall be null and void and stricken from the Contract, and the remainder of the Contract shall remain in full force and effect. The Parties further agree that the foregoing does not in any way limit, abrogate or otherwise modify the Contractor's rights or remedies under applicable law, including the Contractor's rights to seek a claims bill.

If funds are necessary and not available through appropriations for payments under this Contract, the STO shall have the right to terminate the portions of the Contract for which payments are contingent upon such appropriations at the end of the last period for which funds have been appropriated or otherwise made available by giving thirty (30) days advance written notice of such Contract termination to the Contractor. All available appropriated funds appropriated for the Services hereunder shall be expended on this Contract.

In the event of such termination, the Contractor may seek payment from the State through a claim or other appropriate process. If the Contractor must seek approval from the State Legislature for such a remedy, the STO shall work in good faith with the Contractor and the State Legislature to affect such a remedy, including requesting appropriation for such payments as the Contractor would have received had the termination been for convenience under Section 11.4.2. Only to the extent applicable funds are or become available through appropriations, such termination shall be deemed a termination for convenience subject to Section 11.4.2.

If funding for the STO is not appropriated, the STO and its successors in interest shall use commercially reasonable efforts to facilitate and permit Contractor's continued, direct dealings with Eligible Users as necessary to carry out the provisions of this Contract.

12.3 Assignment.

Neither Party may sell, assign or transfer any of its rights, duties or obligations under this Contract without the prior written consent of the other Party. However, the STO may assign this Contract to another a State agency provided that all STO rights and obligations are so assigned, and Contractor may assign this Contract to a wholly owned subsidiary of Contractor capable of performing all Contractor obligations hereunder. Contractor may assign any monies due under this Contract from the STO to a third party with the STO's written consent, which consent shall not be unreasonably withheld. No change in Contractor's organization, if any, shall operate to release Contractor from its liability for the prompt and effective performance of its obligations under the Contract. All terms and provision of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

A Change of Control, as hereafter defined, of the Contractor, shall constitute an assignment for purposes of this Section 12.3.

"Change of Control" means (a) the acquisition of all or substantially all of the assets of the Contractor other than by an affiliate (as such term is defined in Rule 405 of the Securities Act of 1933), (b) the acquisition by any party (or group as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") not currently a holder of more than 5% of Contractor's capital stock entitled to vote for the election of directors of such number of additional shares of capital stock (whether in one transaction or in a series of transactions), which results in such Party (or such group) owning 50% or more of such stock other than by an affiliate of Contractor, (c) any merger, combination, consolidation or similar transaction involving Contractor following which the holders of the capital stock of Contractor immediately prior to such transaction will not own more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's outstanding voting securities, in substantially the same proportion as their ownership immediately prior to such reorganization, merger, consolidation or other transaction, or (d) Contractor being subject to a Delisting Event, where a "Delisting Event" shall mean such time as the stock of Contractor shall no longer be publicly traded on a national securities exchange or quotation system (e.g., the New York Stock Exchange or NASDAQ) in the United States.

12.4 Change of Statute or Regulation.

Any changes to this Contract or the Service and Deliverables provided hereunder necessitated by changes in existing statute or regulation, or the promulgation of new regulations or the issuance of new statutes, shall be governed by Section 3.2 herein.

12.5 Compliance with Laws.

The Contractor shall comply, and shall require each of its subcontractors to comply, with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with the following laws to the extent applicable to the conduct of its business: any applicable provisions of section 247A(e) of the Immigration and Nationalization Act; Titles I-IV of the Americans with Disabilities Act; Sections 504 and 508 of the Federal Rehabilitation Act amendments; the Assistive Technology Act of 1998; and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Material violation of such laws shall be deemed a breach of a material obligation of this Contract, subject to Section 9 hereof, except that any material violation of such laws shall not be deemed a breach of a material obligation to the extent such material violation results from an act or omission of the State or any Eligible User or their agents or contractors or the failure of any facilities, equipment, software, data or other resources provided by the State or any Eligible User or their agents or contractors to comply with such laws.

12.6 Contract Administrator.

The State shall name a Contract Administrator during the Term of this Contract whose responsibility shall be to maintain this Contract. As of the Effective Date, the Contract Administrator is Gina Gibson, 4030 Esplanade Way, Suite 235M, Tallahassee, FL 32399. The State shall provide written notice to Contractor of any changes to the Contract Administrator; provided, such changes shall not be deemed Contract amendments.

12.7 Governing Law.

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, the

Contractor waives any right to jury trial that it may have, and the threshold issue for determination shall be whether the action is in the appropriate forum.

12.8 Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the State. Contractor shall conduct criminal history checks for all current and prospective Contractor employees who will be providing the Deliverables and Services prior to the Contractor's employees obtaining access to State, state employee, or state retiree Confidential Information. Such criminal history checks shall be maintained in the Contractor records and made available for the STO's inspection upon demand. The STO may conduct, and the Contractor shall reasonably cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any Contractor personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or material non-compliance with STO's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform Services in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

12.9 Entire Contract.

This Contract constitutes the full and complete Contract of the Parties hereto and supersedes any prior Contracts, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges that it is entering into the Contract solely on the basis of the representations contained herein, and for its own purposes and for the benefit of Eligible Users, and not for the benefit of any other third party.

12.10 Execution in Counterparts.

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.11 Force Majeure, Notice of Delay, and No Damages for Excusable Delays.

Neither Party shall be responsible for delay or failure to perform its obligations under this Contract to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay a Party believes is excusable, the Party shall notify the other in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Party could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Party first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE PARTIES' SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY OR FAILURE TO PERFORM DUE TO ANY OF THE CAUSES DESCRIBED IN THIS PARAGRAPH.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against a Party due to any of the causes described in this paragraph. Neither Party shall be entitled to an increase in the Contract price or payment of any kind from the other for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph. If Contractor performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless performance has been delayed for more than 90 days and the STO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State, in which case the STO may (1) accept allocated performance from the Contractor, provided that the Contractor grants preferential treatment to the STO with respect to Services subjected

to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the Services and/or Deliverables that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part. This Section shall not excuse the STO's obligation to pay undisputed amounts due to the Contractor for Services or Deliverables provided and Accepted following the cessation of any of the causes described in this paragraph that have delayed such payment.

12.12 Further Assurances.

The Parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

12.13 Indemnification.

Each Party shall be fully liable for the actions of its agents, employees, partners, or subcontractors. Contractor shall fully indemnify, defend, and hold harmless the STO, and its officers, agent and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees ("Claims"), arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that Contractor shall not indemnify the STO for that portion of any loss or damages proximately caused by the negligent act or omission of the STO.

In the event of a third party Claim against the State, its officers, agents, employees, partners or subcontractors ("State Indemnified") that any Deliverable or any material provided by the Contractor which is included in or used in the development of a Deliverable (excluding any third party Software or STO Materials) infringes a United States copyright, trademark, presently existing patent or trade secret of any third party, the Contractor will defend against such Claim at its expense and will pay any costs or damages that may be finally awarded against the State Indemnified as a result of such Claim. The Contractor will not indemnify the State Indemnified, however, if the Claim of infringement is caused by: (1) misuse or unauthorized modification of the Deliverable by the State or an Eligible User; (2) failure to use corrections or enhancements made available to the State or an Eligible User by the Contractor; (3) use of the Deliverable in combination with any product or information not owned or developed by the Contractor unless the Claim would have arisen solely from the use of the Deliverables without combination with such product or information; (4) State's or an Eligible User's distribution, marketing or use for the benefit of third parties of the Deliverable, unless the Deliverable was provided contemplated such distribution, marketing or use; or (5) the development of a Deliverable in accordance with specifications provided by the STO or an Eligible User. If any Deliverable is found to be infringing, the Contractor shall at its expense and option either (a) procure the right for the STO to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to the STO the fees and expenses paid for such Deliverable, less a reasonable amount for the STO's or Eligible User's use of the Deliverable up to the time of return. The foregoing remedies constitute the sole and exclusive remedies of the STO against the Contractor and the Contractor's entire liability with respect to infringement.

Contractor's obligations under the preceding two paragraphs with respect to any legal actions are contingent upon the STO giving Contractor (1) prompt written notice of any action or threatened action for which a State Indemnified is seeking indemnification, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by a State Indemnified in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

12.14 Limitation of Liability.

For all other claims against the Contractor other than indemnification claims under Section 12.13, regardless of the basis on which the claim is made, the Contractor's liability for direct damages arising in connection with the Contract shall be limited, unless otherwise specified in the Contract, to the greater of one million ($1,000,000.00) dollars. No Party shall be liable to another for punitive, special, indirect, or consequential damages, even if the Party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

12.15 Independent Contractor Status of Contractor.

The Contractor, together with its agents, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the STO with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes payable by Contractor, and all FICA contributions for its employees.

12.16 Modification of Terms.

The Contract and the Exhibit contain all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions under the Contract. The Contract may only be modified or amended upon mutual written agreement of the STO and the Contractor. No oral agreements or representations shall be valid or binding upon the STO or the Contractor. The Contractor may not unilaterally modify the terms of the Contract by incorporating terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The STO's acceptance of Services or Deliverables or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12.17 Notices.

All notices under this Contract shall be served upon the STO by certified mail, return receipt requested, by reputable courier service, or delivered personally to each of the following:

State Technology Office
Gina Gibson
Purchasing Director
4030 Esplanade Way. Suite 235M
Tallahassee, Florida 32399-0950

State Technology Office
Simone Marstiller
Chief Information Officer
4030 Esplanade Way, Suite 180
Tallahassee, Florida 32399-0950

Department of Management Services
Gerry York
Office of the General Counsel
4050 Esplanade Way, Suite 260
Tallahassee, FL 32399-0950

All notices under this Contract to be served upon the Contractor shall be served by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

Cingular Wireless
Attn: Joe Pazelli
3521 Thomasville Road
Suite C
Tallahassee, FL 32308
Phone: 850-591-6700
Joe.Pazelli@cingular.com

The Contractor contacts referenced above are required to participate in a monthly SUNCOM Contractor meeting and are responsible for resolution of all billing and technical problems.

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party. All notices and other communications under this Contract shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above, (ii) upon confirmation of courier delivery to the intended recipient; or (iii) three (3) business days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

12.18 Project Managers.

Each Party will designate a Project Manager during the Term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the STO's Project Manager is Bill Hand, 4030 Esplanade Way, Suite 315N, Tallahassee, FL 32399, and the Contractor's Project Managers are listed below:

Cingular Wireless
Attn: Joe Pazelli
3521 Thomasville Road
Suite C
Tallahassee, FL 32308
Phone: 850-591-6700
Joe.Pazelli@cingular.com

The Project Manager's for the Contractor provided above shall be required to participate in a monthly SUNCOM meeting and be responsible for resolution of all billing and technical problems.

Each Party shall provide prompt written notice to the other Party of any changes to the Party's Project Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments.

12.19 Public Records.

Any and all records produced or used regarding this Contract are subject to Chapter 119 of the Florida Statutes. Absent a valid exemption, including status as a "trade secret," Contractor shall allow public access to all documents, papers, letters, or other material subject to Chapter 119 that are made or received by the Contractor in conjunction with this Contract. A willful breach of this Section shall be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

12.20 Loss of Data.

In the event of loss of any State data or record where such loss is due to the negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in

a manner and on a schedule that are commercially reasonable, except that the Contractor shall have no obligation to recreate lost data to the extent such data is lost due to the STO's breach of this Contract or to an act or omission of the State, an Eligible User or any of its contractors or agents other than the Contractor. The Contractor's obligations under this Section 12.20 are subject to any disaster or data recovery obligations set forth in the Contract.

12.21 Security and Confidentiality.

Each Party shall comply fully with all appropriate security procedures in its performance of the Contract. Neither Party shall divulge to third parties any Confidential Information of the other Party obtained by the Party or its agents, subcontractors, officers or employees in the course of negotiations of this Contract or performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information. Neither Party shall be required to keep confidential any information or material that is publicly available through no fault of the Party, material that the Party developed independently without relying on the other Party's Confidential Information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, each Party shall take appropriate steps as to its personnel, agents, and subcontractors.

Contractor shall keep confidential all information received in connection with this Contract that is exempt from public record under Chapter 119, Florida Statutes, and Section 24(a), Article I, of the Florida Constitution, including, without limitation, information made exempt pursuant to section 443.1715, Florida Statutes. Contractor, however, shall not be required to keep confidential any such information or material that is publicly available through no fault of the Contractor or that is otherwise obtainable under State law as a public record.

This Section shall survive termination or expiration of the Contract.

12.22 Lobbying and Integrity.

Pursuant to section 216.347 of the Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The Parties agree that any funds provided by the Contractor for purposes of marketing under Section 3.1.4 of this Contract shall not be deemed to be State funds for the purpose of lobbying hereunder. In addition, the Contractor shall not, in connection with this Contract, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of the foregoing clause (2), gratuity means a payment in whatever form of more than nominal monetary value.

12.23 Subcontracts.

The Contractor shall not enter into any subcontracts for Services without the express written consent of the STO. In all instances, the Contractor shall remain fully responsible for all work to be performed under the Contract, including work to be performed by its subcontractors. Each approved subcontract shall be subject to the same terms and conditions as the Contract to the extent applicable based on such subcontractor's scope.

12.24 Subcontractor Liability.

The Contractor's subcontractors in the performance of Services are the responsibility of the Contractor. The State shall have no liability to such subcontractors for claims, demands, loss, damage, negligence or any expense relating, directly or indirectly, to subcontractors.

12.25 Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

12.26 Waiver.

The delay or failure by a Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

12.27 Warranty of Authority.

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract. Each Party warrants that it has sufficient right and authority to enter into this Contract, and to grant and assume all of its respective rights and obligations set forth herein.

12.28 Warranty of Ability to Perform.

The Contractor shall provide the STO, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and will be deemed an Event of Default of Contractor. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the STO in writing if its ability to perform is compromised in any material manner during the term of the Contract.

12.29 Severability.

If a court deems any provision of the Contract void or unenforceable, that provision of the Contract shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SO AGREED:

STATE OF FLORIDA
STATE TECHNOLOGY OFFICE

By: Simone Marstiller, State CIO **Date** 7/16/09

Approved as to form and legality by the Department of Management Services, General Counsel's Office:

By: Gerard York, General Counsel **Date** 7/9/09

Cingular Wireless

By: Daniel P. Norman **Date** 07/01/09

All Cost Shall be Listed on a Monthly Recurring Cost (MRC) Per-User Basis

Number SUNCOM Users	Data Circuit Termination Router/Firewall	Data Circuits Primary and Secondary	Wireless User Authentication System	Encryption	Wireless Modem	Wireless Modem Insurance	Tiered Wireless Data Airtime Cost: up to 10Mbytes	up to 20Mbytes	up to 30Mbytes	up to 40Mbytes	Unlimited	Totals
1 to 49	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
50 to 99	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
100 to 299	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
300 to 499	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
500 to 999	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
1000 to 2499	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
2500 to 4999	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
5000 to 9999	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
10000 (and over)	**N/A	**N/A	**N/A	**N/A	$5.36	*N/A	$40.63	$40.63	$40.63	$40.63	$40.63	$45.99
N/A Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis ->											**N/A**	
							Cost/Kbytes					
Annual Revenue (Based on 2500 Users)												

Note: Under no circumstances shall the end-user be charged more than the amount listed in the unlimited column.
*All other costs over to the service web page, telephone, etc. will be added into the Airtime MRC

Pricing represent unlimited pricing with modem cost.

***Insurance for the new GC82 modem would need to be contracted directly with a third party insurance underwriter.**

**As requested, Cingular Wireless has removed the pricing for services provided by Hayes e-Government Resources. Cingular Wireless is unable to reduce our pricing below $45.99 with a free wireless modem and unlimited wireless usage. We will honor the $45.99 pricing should the State of Florida decide to utilize the frame relay primary and secondary data circuits.

PROPRIETARY AND CONFIDENTIAL
NOT FOR USE OR DISCLOSURE OUTSIDE CINGULAR WIRELESS EXCEPT UNDER WRITTEN AGREEMENT.

EXHIBIT 1

See Cingular Pricing Schedule Attached in Adobe Format.

Amendment Number 1 to Contract # MA3538 between the State of Florida, State Technology Office and AT&T Wireless Services

WHEREAS, an Agreement was entered into between the State of Florida, State Technology Office ("STO" or "Customer") and AT&T Wireless Services ("AWS"), effective June 17, 2004, wherein AWS agreed to provide cellular based wireless data services.

WHEREAS, AWS, would like to include the Sierra Wireless AC775 wireless modem as an alternative to the Sony/Ericsson GC83; and

WHEREAS, there shall be no cost differential between the Sierra Wireless AC775 and the Sony/Ericsson GC83 modem currently available under this contract; and

WHEREAS, upon execution of this Amendment, AWS shall immediately provide Hayes with the modem specification including software/firmware files and manufactures web links to post on the STO web site.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and conditions herein after set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, are unchanged. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Date: 12/6/04

William Evans
Senior Director of OD&N
AT&T Wireless Services

Approved as to form and legality by the Department of Management Services, General Counsel's Office:

Date: 12/16/04

Gerry York
Assistant General Counsel
State of Florida, State Technology Office

Date: 12/17/2004

Simone Marstiller
State Chief Information Officer
State Technology Office

Amendment Number 2 to Contract # MA3538 between the State of Florida, State Technology Office and AT&T Wireless Services

WHEREAS, an Agreement was entered into between the State of Florida, State Technology Office ("STO" or "Customer") and AT&T Wireless Services, Inc., effective June 17, 2004, wherein AT&T Wireless Services, Inc. agreed to provide cellular based wireless data services.

WHEREAS, on October 26, 2004, AT&T Wireless Services, Inc., executed a Certificate of Amendment to the Certificate of Incorporation of AT&T Wireless Services, Inc. to change its name from "AT&T Wireless Services, Inc." to "New Cingular Wireless Services, Inc.".

WHEREAS, upon execution of this Amendment, all references to AT&T Wireless Services, Inc. in Contract # MA3538, are hereby replaced with "New Cingular Wireless Services, Inc."; and

WHEREAS, a copy of the signed Secretary's Certificate is included in this Amendment as Attachment "A"; and

WHEREAS, a copy of the signed Certificate of Amendment to the Certificate of Incorporation of AT&T Wireless Services, Inc. is included in this Amendment as Attachment "B"; and

WHEREAS, a copy of the signed Certification by the Secretary of State of the State of Delaware is included in this Amendment as Attachment "C"; and

WHEREAS, upon execution of this Amendment, all references to Rob LaVille in Section 12.17 Notices, shall be deleted and replaced with Joe Pazzelli; and

WHEREAS, upon execution of this Amendment, all references to David Hicks in Section 12.18 Project Managers, shall be deleted and replaced with Joe Pazzelli.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and conditions herein after set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, are unchanged. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Date: 3/8/05

William L. Evans
Senior Director,
Offer Development and Negotiations
New Cingular Wireless Services, Inc.

Approved as to form and legality by the Department of Management Services,
General Counsel's Office:

Date: 3/22/05

Gerry York
Assistant General Counsel
State of Florida, State Technology Office

Date: 3/20/2005

Simone Marstiller
State Chief Information Officer
State Technology Office

Attachment "A"

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NEW CINGULAR WIRELESS SERVICES, INC.

SECRETARY'S CERTIFICATE

I, Carolyn J. Wilder, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of New Cingular Wireless Services, Inc., a Delaware corporation (the "Corporation"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. An Agreement and Plan of Merger (the "Agreement") dated as of February 17, 2004 was entered into by and among AT&T Wireless Services, Inc., Cingular Wireless Corporation, Cingular Wireless LLC and Links I Corporation, a wholly-owned subsidiary of Cingular whereby AT&T Wireless Services, Inc. would be merged into Links I Corporation upon the terms and conditions of the Agreement, and AT&T Wireless Services, Inc. would be the survivor of the merger.

2. The merger of AT&T Wireless Services, Inc. into Links I Corporation was consummated on October 26, 2004.

3. As a result of the consummation of the merger, AT&T Wireless Services, Inc. became a wholly-owned subsidiary of Cingular Wireless LLC.

4. The name of AT&T Wireless Services, Inc. was changed to New Cingular Wireless Services, Inc. on October 26, 2004.

5. The attached Exhibit "A" is a true and correct copy of the Certificate of Amendment to The Certificate of Incorporation of AT&T Wireless Services, Inc. changing the name of the corporation to New Cingular Wireless Services, Inc. as filed with the Delaware Secretary of State and that said Certificate of Amendment to The Certificate of Incorporation remains in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have subscribed my name as Assistant Secretary of the Company this 28th day of January, 2005.

Carolyn J. Wilder

Carolyn J. Wilder, Assistant Secretary

Attachment "B"

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS SERVICES, INC.", CHANGING ITS NAME FROM "AT&T WIRELESS SERVICES, INC." TO "NEW CINGULAR WIRELESS SERVICES, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:01 O'CLOCK A.M.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2131363 8100

AUTHENTICATION: 3585098

040950813

DATE: 12-29-04

Attachment "C"

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:23 AM 10/26/2004
FILED 11:01 AM 10/26/2004
SRV 040770545 - 2131363 FILE

CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF INCORPORATION OF AT&T WIRELESS SERVICES, INC.

AT&T Wireless Services, Inc., a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "Corporation"), does hereby certify:

FIRST: That on October 26, 2004, the Board of Directors of the Corporation adopted resolutions setting forth a proposed amendment to the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and submitting the proposed amendment to the sole stockholder of the Corporation for its consideration and approval. The proposed amendment is as follows:

> NOW, THEREFORE, BE IT RESOLVED, that the Certificate of Incorporation of the Corporation be amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:
>
> "FIRST. The name of the corporation is New Cingular Wireless Services, Inc."

SECOND: That thereafter on October 26, 2004, said amendment was duly adopted by written consent of the sole stockholder of the Corporation in accordance with the provisions of Sections 228 and 242 of the Delaware General Corporation Law.

[Signature on following page]

IN WITNESS WHEREOF, AT&T Wireless Services, Inc. has caused this Certificate of Amendment to be signed by a duly authorized officer this 26th day of October, 2004.

AT&T WIRELESS SERVICES, INC.

By: Carolyn J. Wilder
Name: Carolyn J. Wilder
Title Assistant Secretary

ATL01/11740132v1

Wireless Data Services, Contract No. MA3538
with New Cingular Wireless Services, Inc.

Amendment No. 3

THIS AMENDMENT (number 3) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and the New Cingular Wireless Services, Inc. ("Cingular" or "Contractor"), for attachment to Contract #MA4300 resulting from the solicitation ITN #03-STO-ITN-011, effective July 16, 2004 ("Contract" or "Agreement").

The Customer and Contractor hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement and/or previous amendments, the provisions of this Amendment number 3 shall control.
2. The State of Florida agency formerly known as the State Technology Office is now known as the Department of Management Services (DMS), Enterprise Information Technology Services (EITS). EITS shall perform all duties and obligations and have the rights of STO as it relates to the Agreement. References to "STO" within the Agreement shall be understood to mean "EITS."
3. Contractor shall provide the Blackberry 8700 model to Customer at a price of $99.00, when activated with an unlimited data plan.
4. This Amendment shall be effective when executed by both parties.
5. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as may have been amended previously or amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signatures to this Amendment.

Signature: _____ Date: 6/8/06
By: Cathleen Pryor, Director, Government Contracts
Cingular Wireless National Accounts, LLC

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: _____ Date: 6/27/06
By: Gerry York

Signature: _____ Date: 6/29/06
By: Ken Granger, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

State Technology Office

STO Purchasing
4030 Esplanade Way
Tallahassee, FL 32399

Phone 850-922-2756
Fax: 850-413-8623

WIRELESS DATA SERVICES

CONTRACT BY AND BETWEEN

AT&T WIRELESS SERVICES

AND THE

STATE OF FLORIDA

ACTING THROUGH THE

STATE TECHNOLOGY OFFICE

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CONTRACT

This Contract ("Contract") is entered into as of the last date fully executed (the "Effective Date") by and between AT&T Wireless Services, ("the Contractor"), and the State of Florida, acting by and through the State Technology Office (the "STO"), with an office at 4030 Esplanade Way, Tallahassee, Florida 32399-0950 (each, a "Party" and collectively, the "Parties")

RECITALS

WHEREAS, the STO issued Invitation to Negotiate ("ITN") No. 03-STO-ITN-011, Wireless Data Services, to solicit firms interested in providing cellular based wireless data services.

WHEREAS, the Contractor responded to the solicitation and, following negotiations between the STO and certain offerors, the STO has determined it is in the best interest of the State to award this prime contract under the ITN, to the above named Contractor, who will provide cellular based wireless data services (24X7X365) in the coverage areas shown on the coverage maps, and in the counties provided with each Contractor's response to this ITN, as applicable to each Contractor.

Smart devices with Personal Digital Assistant Capabilities and e-mail applications such as the Blackberry, Treo 600, Hitachi 1000, etc. may be purchased as a balance of line items to this contract.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

Section 1 Definitions

1.1 Definitions.

Capitalized terms used in this Contract without definition shall have the meanings ascribed below:

"Acceptance" and "Accepted" mean, with respect to each Deliverable, that such Deliverable have been accepted by the STO in accordance with Section 3.5 as meeting the specified Deliverable requirements set forth in the contract.

"Attachment" means a written attachment to this Contract as may be agreed upon by the Parties from time to time that sets forth certain additional terms and conditions or information relating to this Contract.

"Change" means a material change to the Services or Deliverables to be provided under this Contract. Any Change must be mutually agreed upon by the Parties and implemented in accordance with the change order process set out in Section 3.2.

"Confidential Information" means all pre-existing documents, software and documentation, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials Contractor and the State provide to each other in the course of the negotiation of and the term of the Contract, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Confidential Information includes, without limitation, the STO Materials, and all STO data stored on Contractor equipment or processed through the applications provided by Contractor as well as all records and information: (i) that has been marked as proprietary, confidential, or a trade secret; (ii) whose confidential nature has been made known; or (iii) that due to its character and nature, would be deemed a trade secret under then-applicable state law. Notwithstanding the foregoing, the State's Confidential Information shall only be those records that are deemed "exempt" or "confidential" by the Florida Public Records Law, Chapter 119, Florida Statutes, any other provision of the Florida Statutes, or Section 24, Article I of the Florida Constitution.

"Contract" means this agreement between the STO and the Contractor, including any Exhibits and Attachments referenced herein.

"Contractor" means vendors who are legally bound by this contract to perform the work and/or provide the commodities required by this contract and the Invitation to Negotiate document preceding this contract document.

"Contractor Software" means Software owned or developed by the Contractor or its subcontractors or suppliers (excluding Developed Software) or Software licensed by the Contractor or its subcontractors or suppliers from a third party.

"Deliverables" means those items and/or materials provided, prepared and delivered in the course of performance of the Services herein by the Contractor and that are listed in the Contract.

"Developed Software" means any custom Software developed by Contractor or its subcontractors for the STO under this Contract after the Effective Date in accordance with the Contract, excluding derivative works or modifications of Contractor Software.

"Eligible User" means any entity for which the STO is authorized by law to procure Services hereunder.

"Exhibit" means a written supplement to this Contract as may be agreed upon by the Parties.

"ITN" means Invitation to Negotiate No. 03-STO-ITN-011, Wireless Data Services, issued by the STO on November 13, 2003.

"Parties" means the STO and the Contractor.

"Performance Standards" means specific measurement indicators or service levels representing timeliness and quality of task output as set forth in the Contract.

"Project Manager" means those persons designated pursuant to Section 12.18 of this Contract.

"Services" means the information technology services to be provided by Contractor as described in Section 2 of this Contract, pursuant to the terms and conditions of this Contract, unless otherwise mutually agreed upon in writing by the Parties.

"Software" means those programs and programming, including all modifications, updates and enhancements thereto, and supporting documentation that are required to support the delivery of Services by Contractor.

"STO" means the State of Florida, acting by and through the State Technology Office.

"STO Materials" means any information (including business requirements and functional specifications), data, STO Software or other items provided by the STO or an Eligible User to Contractor or its subcontractors under this Contract.

"STO Software" means Software owned by the State or an Eligible User, or Software licensed by the State or an Eligible User from a third party.

"State" means the State of Florida and its departments and agencies, as applicable.

"State CIO" means the State of Florida's Chief Information Officer.

1.2 Rules of Interpretation.

In this Contract, unless otherwise indicated or otherwise required by the context, the following rules of interpretation shall apply:

(a) reference to, and the definition of, any document (including any Exhibit) shall be deemed a reference to such document as it may be amended, supplemented, revised or modified in the method prescribed herein;

(b) except as explicitly stated otherwise, all references to a "Section" or "Exhibit" are to a Section or Exhibit of this Contract;

(c) the table of contents and Section headings and other captions are for the purpose of reference only and do not limit or affect the content, meaning or interpretation of the text;

(d) defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders;

(e) the words "hereof", "herein" and "hereunder", and words of similar import, shall refer to this Contract as a whole and not to any particular provision of this Contract;

(f) the words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation";

(g) any reference to a governmental entity or Eligible User shall include the governmental entity's or Eligible User's authorized successors and assigns; and

1.3 Hierarchy of Documents.

In the event of any conflict between the terms of this Contract and the ITN, this Contract shall govern. In the event of any conflict or inconsistency between the terms of the body of this Contract and any Exhibit of this Contract, the ITN shall govern.

Section 2 Scope of Services and Compensation

2.1 Purpose and Scope.

The purpose of this contract is to establish a three-year state term contract for the purchase of non-proprietary turn key TCP/IP based statewide enterprise wireless data services. These services will be made available by the State Technology Office to all State of Florida agencies, and all SUNCOM eligible entities, in accordance with Chapter 282 Florida Statutes. The procured wireless data service is intended to provide mobile access utilizing TCP/IP data communications to the State's intranet such that this access is consistent with established State Technology Office Policies, Procedures, Standards, and Guidelines (reference http://myflorida.com/myflorida/State Technology Office/ for additional information). Since no one wireless data Service Provider offers statewide wireless data capabilities or coverage, the State Technology Office is awarding a multi-Service Provider contract award.

2.1.1 Contractor's Role.

The Contractor shall deliver the Services and Deliverables to the STO and Eligible Users for whom the STO has procured such Services and Deliverables subject to the terms and conditions of this Contract, and shall act in a reasonably prudent manner, in accordance with generally accepted industry practices and shall follow all mutually agreed upon standards, terms, and conditions of this Contract. The Contractor's failure to perform its obligations under this Contract shall be excused to the extent that such failure results from the STO's breach of warranty, representations, or covenants, or STO's failure to perform its responsibilities under the Contract or any acts or omissions of an Eligible User to which Contractor is delivering Services or any third party contractor or agent of the STO or an Eligible User.

If information provided by the STO or an Eligible User is incomplete or incorrect, or if facilities, equipment, software, data, or other resources provided by the STO or an Eligible User are not in compliance with applicable laws, rules and regulation, or if any necessary authorizations or consents have not been obtained with respect to STO Materials provided to Contractor or its subcontractors, any work required to correct problems created by the use of such information or resources shall be treated as a Change request under Section 3.2 of this Contract. The STO shall promptly notify Contractor of such inaccuracies, omissions, or noncompliance of which the STO becomes aware.

2.2 Specific Services and Deliverables.

The Contractor shall deliver Services and Deliverables in accordance with the contract. The Contract specifies in detail units of Deliverables, milestones or a clear definition as to the Services or Deliverables to be provided by the Contractor.

2.3 e-Procurement Transaction Fee.

The State has instituted MyFloridaMarketPlace, a statewide e-Procurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a transaction fee of one percent (1.0%) ("Transaction Fee"), which the Contractor shall pay to the State. The Transaction Fee shall apply to the portion of payment to Contractor that is not attributable to STO's agreed-upon overhead or remuneration, as defined in the Contract.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code and shall file any reports required hereunder. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a pro rata credit for any Transaction Fee paid by the Contractor for the purchase of any Deliverable(s) if such Deliverable(s) are returned to the Contractor or rejected by STO through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined in accordance with this Contract due to the Contractor's failure to perform or comply with specifications or requirements of this Contract.

Contractor's failure to comply with these requirements shall constitute a breach of a material obligation of this Contract by the Contractor, subject to Section 9 hereof. **CONTRACTOR DELINQUENT IN PAYING TRANSACTION FEES RESULTING IN AN EVENT OF DEFAULT MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Section 3 Contract Administration

3.1 Contract Management.

3.1.1 Program Management Responsibility.

The Contractor shall be responsible for managing the performance of all Services and the provision of all Deliverables required by this Contract, including all Services and Deliverables.

3.1.2 Key Personnel.

The Parties agree that in order for efficient and effective communication to occur, clear lines of authority and areas of responsibility need to be identified for each Party. The "key personnel," and their duties with regard to this Contract will be set forth in the Contract. Each Party agrees to promptly notify the other in the event of any change in key personnel, or in the address or phone number of key personnel. In addition, the Contractor agrees that in the event it becomes necessary for the Contractor to change "key personnel" while performing the Services, substitution of said personnel shall take place only upon the STO's prior written consent which shall not be unreasonably withheld or delayed. Consent to replace is not required if such "key personnel" (i) resigns from Contractor or takes a leave of absence; (ii) is dismissed by Contractor for cause; (iii) fails to perform his or her duties or responsibilities pursuant to the Contract; or (iv) dies or is unable to work due to his or her disability. However, the STO shall have the right to reject any proposed replacement key personnel, which rejection shall not be unreasonably made. For illustrative purposes, "key personnel" shall include Project Managers and any other persons designated as "key personnel" in the Contract.

3.1.3 Knowledge of Intent to Transfer Corporate Interests.

The Parties recognize and agree that award of the Contract is predicated upon features of the Contractor's business organization. By execution of this Contract, Contractor represents that it has no knowledge of any party's intent, either individually or as a group, to transfer more than 49.9% of all interests entitled to vote in the Contractor in one transaction or a series of transactions.

3.1.4 Meetings.

Within thirty (30) calendar days following the Effective Date, the Parties will mutually determine an appropriate set of periodic meetings to be held between the STO and the Contractor. At a minimum, these meetings will include periodic project status meetings and monthly meetings between the Parties' Product/Project Managers and any other necessary parties. For the monthly meetings, the Contractor shall publish an agenda sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting. The STO must approve the agenda before Contractor publishes it, which approval may not be unreasonably withheld or delayed. The Contractor shall not be entitled to additional compensation for meeting preparation or attendance.

3.1.5 Meeting Minutes.

The Contractor shall provide detailed and well-documented meeting minutes for the periodic meetings referenced in paragraph 3.1.4 above. Draft meeting minutes will be distributed by the Contractor to individuals who attended the meeting on behalf of the STO within three (3) business days of the subject meeting so that any errors can be corrected and items not included can be added by the Contractor prior to issuance as a Deliverable.

3.1.6 Reporting.

The Parties will mutually determine an appropriate set of periodic reports to be issued by the Contractor to the STO. At a minimum there shall be a monthly report summarizing the Contractor's performance, including Services and Deliverables accepted by the STO or due the STO, the failure of Contractor to provide any Services or Deliverables due or to otherwise meet Performance Standards, and any disputes between the Contractor and the STO regarding Services or Deliverables. Where the report includes any failure to provide Services or Deliverables, or to otherwise meet Performance Standards, the Contractor shall state a proposed method to cure such failure and to prevent such failure from recurring.

3.2 Change Orders.

As a general rule, Changes shall be permitted to the Contract by mutual agreement of the Parties, consistent with this Section 3.2. Such Changes may address, among other things, technological refreshment of the Services and Deliverables provided under the Contract, including the substitution or addition of Services or Deliverables within the scope of the Contract that may become available as a result of technological or professional improvements. The Parties may, at any time during the Term of the Contract, or any extensions thereof, mutually agree to modify the Contract to provide for the acquisition of Services and Deliverables within the scope of the Contract.

3.2.1 Change Order Process.

To propose a Change, either Party will deliver a written proposal (the "Change Order Proposal") to the other Party specifying the proposed Change and specifically identifying the basis for the proposed Change. The Change Order Proposal shall describe (i) the objective or purpose of the Change, (ii) the requirements and characteristics of the Services and Deliverables to be provided pursuant to such Change, and (iii) the requested prioritization and schedule for the Change. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change Order Proposal, the availability of Contractor personnel, expertise and resources to provide such Change, and the time period in which such Change will be implemented.

Within ten (10) business days of providing or receiving a Change Order Proposal, Contractor will prepare a written assessment of the proposal (the "Change Assessment") (i) describing any changes in products, services, assignment of personnel and other resources that Contractor believes will be required, (ii) estimating the increase or decrease in Contractor charges and/or STO remuneration that would be required due to such Change, (iii) specifying how the proposed Change would be implemented, (iv) describing the effect, if any, such Change would have on the Contract, including, but not limited to, time for performance, (v) estimating all resources required to implement such Change, (vi) describing the delivery risks and associated risk mitigation plans, and (vii) providing such other information as may be relevant to the proposed Change.

To the extent that a proposed Change is of such magnitude or complexity that it is not feasible for Contractor to produce a detailed Change Assessment within ten (10) business days, Contractor shall prepare a summary Change Assessment outlining such details regarding the prospective Change as Contractor can ascertain within ten (10) business days, and the Parties shall agree upon a schedule for the production of a more detailed Change Assessment.

The STO will review the Change Assessment and respond within ten (10) business days, indicating whether the STO desires Contractor to implement the Change pursuant to the Change Assessment. If so, the Parties will execute a change order based upon the Parties' agreement.

3.2.2 Effect of Change Orders.

Changes to the Services or Deliverables, manner or method of providing the Services or Deliverables, shall be made in writing and be executed by the STO and Contractor's authorized agent and otherwise in accordance with the terms of the Contract. Contractor shall have no obligation or authority to commence work in connection with any Change until the schedule, the Services or Deliverables, the start and expiration dates, and any other terms and conditions proposed by a Party have been established and set forth in a written Change order executed by the STO and Contractor. Change orders may include or result in suspension of work.

3.2.3 Technology Refresh Proposal.

During the course of this Contract, the Contractor and the STO shall discuss at least annually technological refreshment in connection with the Services. If the Parties mutually agree, Contractor shall submit a Technological Refreshment Proposal for STO consideration to propose substitutions or additions for any provided Services and Deliverables that may become available as a result of technological improvements. If the Parties mutually agree, Contractor shall provide a live test demonstration of the substitute Service or Deliverable. The STO is under no obligation to modify this Contract in response to the Contractor's proposed additions or substitutions. Such additions or substitutions may include all or any part of a given Service or Deliverable provided that the following conditions are met and substantiated by documentation in the Contractor's Technological Refreshment Proposal:

(1) The proposed Service or Deliverable shall meet all of the technical specifications and terms and conditions of this Contract.

(2) The proposed product shall have capacity, performance, or functional characteristics equal to or greater than the current Service or Deliverable.

(3) The Technological Refreshment Proposal shall include all information that would be required in a Change Order Proposal and a Change Assessment as described in Section 3.2.1 hereof. The cost of Changes not specifically addressed in the Technological Refreshment Proposal shall be borne solely by the Contractor.

(4) The Technological Refreshment Proposal shall include a description as to how the suggested change would result in cost savings to the State and/or Eligible Users.

Contractor has the right to revise, in whole or in part, any Technological Refreshment Proposal prior to acceptance by the STO. Contractor will use commercially reasonable efforts to ensure that prices for additions or substitutions are comparable to replaced or discontinued Services and Deliverables. If a Technological Refreshment Proposal is accepted and made a part of this Contract, an equitable adjustment modifying the Contract price and any other affected provision of this Contract shall be made in accordance with this section and any other applicable provision of this Contract.

Any Change orders to be made based upon a Technological Refreshment Proposal shall be made in accordance with Section 3.2.1 hereof, and shall be subject to the restrictions of Section 12.2 hereof.

3.3 Warranty.

3.3.1 Contractor Warranties.

The Contractor warrants that the Services and Deliverables shall be delivered in accordance with Performance Standards and specifications set forth in the Contract.

With respect to Deliverables for which warranties and the duration thereof are not addressed in the Contract, this warranty will remain in effect for a period of twelve (12) months following Acceptance of each Deliverable required by this Contract.

With respect to Services for which service levels and remedies are not addressed in the Contract and that do not meet this warranty throughout the twelve (12) months after such Services are initially performed, Contractor will promptly correct, cure, replace or otherwise remedy such performance at no cost to the State.

3.3.2 Exceptions.

With respect to Deliverables, the warranty extends only to the Deliverables existing at the time of the STO's Acceptance, or as later modified pursuant to a Change order by Contractor, and does not apply to any modifications to the Deliverables made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent, nor does it apply to any use of a Service or Deliverable in a manner or for any purpose other than those contemplated in the Contract. The above warranty shall not apply to any non-compliance caused by the STO's or an Eligible User's failure to use corrections or enhancements made available by Contractor.

3.3.3 WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY STATED IN SECTIONS 3.3, 12.27 AND 12.28, THE PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO THE STATE AND TO THE APPLICABLE ELIGIBLE USER OF THE CONTRACTOR'S SERVICES.

This Section 3.3 shall survive termination of this Contract, except that Section 3.3.1 shall not survive (other than for Services and/or Deliverables for which STO has already paid, or will pay, Contractor) termination for convenience by the STO, termination by the STO under Section 12.2 or termination by Contractor due to a STO Event of Default.

3.4 Subcontractors.

Contractor is responsible for the acts or omissions of all subcontractors used by Contractor in the performance of Services during the term. All subcontractors require prior written consent by the STO.

3.5 Acceptance.

3.5.1 Time for Acceptance.

The STO will accept each Deliverable or Service when it meets the requirements of this Contract. Unless otherwise specified in the Contract hereto, the STO shall have a maximum period of ten (10) business days after delivery of a Deliverable or Service to verify that the Deliverable or Service meets the Contract requirements. If the STO does not notify Contractor of a Nonconformity (as defined in Section 3.5.2.) with respect to a Deliverable or Service within the time period required after delivery or redelivery of such Deliverable or Service under Section 3.5.2, the STO will be deemed to have accepted such Deliverable or Service. Notwithstanding the foregoing, Performance Standards set forth in the Contract shall apply throughout the term set forth therein.

3.5.2 Process.

The STO will conduct its acceptance review in a manner so as to identify how the Deliverable or Service materially fails to conform to the specifications or Performance Standards in the Contract (each such material failure constituting a "Nonconformity"). After the State notifies Contractor in writing of any Nonconformity, specifying for each Nonconformity how the Deliverable or Service materially fails to meet the applicable specifications or Performance Standards, and if the remedy for such Nonconformity is not addressed in the Contract, Contractor shall correct such Nonconformity within ten (10) business days, or proceed on another mutually acceptable basis as set forth and agreed to in writing by the Parties. The State shall then have an additional ten (10) business days commencing upon Contractor's redelivery of the Deliverable or Service to verify that the previously reported Nonconformity has been corrected and

report any Nonconformity caused by the correction of the previous Nonconformity.

3.6 Control of Resources.

During the term of this Contract, except as otherwise provided in this Contract or mutually agreed to by STO and Contractor, Contractor shall have the exclusive right to manage all Contractor resources, and all STO resources managed by Contractor under the Contract, used in providing the Services as Contractor deems appropriate, including, without limitation, the right to relocate and substitute computer equipment, personnel and other resources, and to change computer configurations and procedures. Notwithstanding the provisions of the foregoing sentence, if any such relocation, substitution, or change will materially affect the STO, then Contractor shall provide the STO with prior written notice thereof. Upon receipt of such notice, if such change shall upon implementation result in a material change in the pricing/remuneration terms of the Contract, the STO must approve or disapprove of same in writing; provided, that if such change involves implementation of a more current version of Software and if, upon such implementation the version currently in use will no longer be supported by the licensor of the Software, then the STO's approval shall not be required. If Contractor has not received written notice of disapproval by the STO within five (5) days after receipt by the STO of such notice thereof from Contractor, then the STO shall be deemed to have approved such change. The relocation outside the State of Florida by Contractor of personnel or other resources dedicated to providing Services shall require the prior written consent of the STO.

Except as specified in Section 7 of this Contract, any assets owned by the STO (including such assets substituted by the Contractor under this Section) under control of or in the possession of the Contractor upon termination of this Contract shall be promptly returned by the Contractor to the STO. Unless otherwise specified in the Contract, Contractor shall maintain all such assets, including perpetual licenses, under its management or control until such time as those assets are returned to the STO.

3.7 Other Obligations.

Neither Party assumes any obligations or liabilities of the other Party except as expressly provided in this Agreement.

3.8 STO Responsibilities.

During the Term of this Contract, the STO shall retain all responsibilities related to its information technology services requirements.

3.8.1 Data Entry.

Except to the extent that Contractor is responsible under the Contract for inputting data or verifying the accuracy of such data, (a) the STO shall be responsible for inputting all data for processing by the Contractor and verifying the accuracy of all data so entered, and (b) the Contractor shall not be responsible for errors in the Services, including data entry, programs, data files, or output provided to or maintained for the STO, resulting from errors in the STO's or an Eligible User's input data or from the STO's or an Eligible User's failure to comply with Contractor's operating instructions which shall be provided pursuant to the Contract.

3.8.2 Operating Instructions.

The STO will comply with all reasonable operating instructions provided from time to time by the Contractor in writing and in advance to the STO for purposes of assuring proper and efficient delivery of the Services, which instructions must comply with instructions or protocols provided by third party vendors.

3.8.3 Cooperation.

The STO will cooperate with the Contractor by making promptly available, as reasonably requested by the Contractor, such management decisions, personnel, information, data, facilities, approvals and acceptances to the Contractor as may be required to enable the Contractor to properly perform its obligations under this Contract.

Section 4 Financial Management

4.1 Audit Rights.

The Contractor recognizes and acknowledges the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and recognizes and acknowledges that it is providing services under this Contract in the place of, and on behalf of, the State. As such, upon reasonable notice the Contractor shall provide the State, including any authorized officer or employee of the State, with reasonable access to inspect and copy all records and information, including records and information stored electronically, related to this Contract that are public records under Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and which are not exempt from disclosure. In connection with such access, Contractor shall permit inspection and copying of records in the possession of the Contractor by officers or employees authorized to have access in the performance of their official duties. Without limiting the class of those authorized to perform an audit, the Contractor acknowledges that the Department of Financial Services, the State Auditor General, the Florida Department of Management Services' Inspector General, the Office of Program Policy and Government Analysis, applicable federal agencies, and independent agents hired by the foregoing or the STO may conduct audits. The following records are specifically excluded from inspection, copying, and audit rights under this Contract: (i) financial records of the Contractor that are unrelated to this Contract, (ii) documents created by and for the State or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the State under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and (iii) information of the Contractor that is a trade secret or otherwise confidential in accordance with then-applicable State law. The STO acknowledges, however, that if such audits disrupt the Contractor's operations or degrade Contract performance, including compliance with Service Levels or Performance Standards, the Contractor shall not be liable for any breach of Contract requirements or failure to meet Performance Standards related to such disruption or degradation. Contractor must provide STO with notice as promptly as possible of any such disruption or degradation that will occur or has occurred and shall make any commercially reasonable efforts (without incurring significant cost) to mitigate such disruption or degradation. Each Party shall be responsible for its own costs associated with audits. Information disclosed during any such audit is subject to the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution.

4.2 Payment upon Termination.

In the event of termination of this Contract in accordance with the provisions of this Contract, the STO agrees to pay the Contractor as provided in Section 11 hereof, or as appropriate, to take actions required by Section 12.2 hereof. To be eligible for payments under Section 11, Contractor shall submit to the STO, within one hundred-twenty (120) calendar days after the effective date of termination, a request for payment of such amounts. However, the STO will immediately pay any amounts previously invoiced and not paid and amounts due and owing pursuant to the Contract. Requests submitted later than one hundred-twenty (120) calendar days after termination will not be honored and will be returned unpaid, provided that the STO may grant exceptions to this requirement as appropriate. Notwithstanding anything to the contrary in this Section 4.2, payment for Services requested by the STO and provided by

the Contractor after termination, including transition assistance, shall be paid as mutually agreed upon. Notwithstanding anything to the contrary, the Contractor shall be afforded an opportunity to amend its final invoice in the event inaccuracies therein are directly attributable to erroneous data provided by the STO or an Eligible User, provided Contractor delivers such amended invoice to the STO or Eligible User within 90 days after becoming aware of such erroneous data.

In the event the STO pays any termination costs to the Contractor, the STO shall have the right to have an independent auditor, paid for by the STO, audit the Contractor's costs to verify that termination costs paid to Contractor were costs consistent with the scope of the Contract and actually incurred by Contractor. The intent of such audit shall not be to review the Contractor's business judgment. Contractor agrees to cooperate with any such audit. In the event the audit concludes that the STO paid any amounts to the Contractor in excess of costs within the scope of the Contract and actually incurred by Contractor, the Contractor shall refund such amounts to STO within 10 days of written notice of such finding.

If the Parties wish to dispute any amount to be paid or refunded, they may do so only in accordance with Section 10 of this Contract.

4.3 Invoicing and Payment.

4.3.1 Invoices.

The Contractor shall submit monthly invoices to the STO for payment for Services rendered during the preceding period, as set forth in the Contract.

The billing cycle for this contract shall be a maximum of thirty (30) days from date of first bill.

The electronic CSA must be routed back to State Technology Office using the Automated Online CSA system within ten (10) calendar days after the service or facility is installed, with Block 7 completed.

Monthly billing statements must be current. The State Technology Office will not be obligated to pay for services made earlier than one billing cycle prior to the current month unless agreed upon in advance by the State Technology Office. Billing in arrears (more than one bill cycle) or in advance is not acceptable and the State Technology Office will not be obligated to pay unless agreed to in advance.

Contractor shall submit during the first six (6) days of each month an itemized bill for SUNCOM qualified users to the State Technology Office billing department. The bill shall be received not later than the 6th day of the month following the month of usage billed.

Contractor shall offer direct agency billing for wireless services to SUNCOM customers if requested and approved by the State Technology Office. State Technology Office retains audit authority for all services provided as a result of this Contract.

4.3.2 Disputed Invoices and Penalties.

If the STO reasonably and in good faith disputes, or the Chief Financial Officer disputes, that any portion of any amount claimed by Contractor is payable or has been erroneously paid, as the case may be, then the STO will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail within forty (40) calendar days of the date the invoice is received, and will pay any undisputed portion of the amount in accordance with Section 4.3.3. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid within forty (40) calendar days after the date of resolution. In the event a Party files for administrative review of a decision regarding such a dispute pursuant to the procedure of Section 10.1 hereof, the Contractor shall have the right, provided it has given thirty (30) days advance written notice, to cease performance of Services or Deliverables for which payment is in dispute, or the earlier of: (a) provided at least one hundred thirty (130) days has lapsed

from the date the notice of dispute has been sent pursuant to this Section, the date the amount in dispute exceeds two million (2,000,000.00) dollars or (b) ninety (90) days after such filing.

A monetary penalty shall be applied to any Contractor that fails to provide a readable and accurate file within the first (6) days of the month as noted above. Beginning the seventh day, the State Technology Office shall levy against the Contractor at fault a credit of $1,000 per day for each day, until the end of the month, to the applicable Contractor's billed amount for any delays in providing a readable and accurate file.

4.3.3 Payment.

In accordance with section 215.422, Florida Statutes, if payment is not issued within forty (40) calendar days, measured from the latter of the date the invoice is received, or the Services or the Deliverables are accepted under Section 3.5.1, an interest penalty will be due to Contractor at a rate as established pursuant to section 55.03(1) of the Florida Statutes on the undisputed unpaid balance from the expiration of such forty (40) calendar day period until such time as the payment is issued to the Contractor. Invoices returned to the Contractor due to preparation errors will result in a payment delay. The forty (40) calendar days to issue invoice payments shall not start to run until a properly completed invoice is provided to the STO. A properly completed invoice shall not be deemed provided to the STO unless, at a minimum, invoice detail, by Service provided to each Eligible User, has been submitted to the STO in an electronic format specified in writing by the STO. Interest penalty disputes shall be resolved in accordance with Rule 3A-24.004, Florida Administrative Code.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

Contractor will be paid monthly for wireless service air-link. The monthly recurring costs shall be tiered and discounted based on the number of users and the amount of transmitted data. The monthly recurring cost shall also include all applicable activation fees, management fees, roaming fees, regulatory fees, taxes, and any and all other associated charges.

Contractor must not provide a roaming fee within the State of Florida.

Contractor must ensure that optional monthly recurring cost, is on a per user basis, for all cost associated with the frame-relay termination equipment and the user authentication system.

Contractor must ensure that the per-Kilobyte rate proposed in the Contractor's response to the ITN is the rate charged to the end-user for data transmissions above the applicable user selected tier.

Contractor shall provide credits for incorrect account charges, and shall have one (1) billing cycle to confirm the disputed charges and reflect credits.

The State Technology Office shall have a forty-five (45) day period to review, reconcile, and make payment to the Contractor(s) upon receipt of a correct Wireless Data Service bill.

Contractor's invoice must contain at a minimum a CSA number, customer name, description of services, number of users, unit prices(s), extended price(s) and total invoice amount.

Contractor shall furnish invoices in an agreed upon Electronic Data Interchange (EDI) format. EDI file transport and translation fees will be paid in accordance with State Technology Office policies. Those policies require the sender to pay all fees required to make the EDI file available to the State Technology Office.

Contractor's electronic file must have search and sort features including, but not limited to: CSA number, IP Address (if applicable), authorizing agency, user name, and company or affiliate name, and be capable of retrieving and sorting IP addresses (if applicable) with additional usage charges. Electronic files must provide the ability to identify and sort new accounts complete with IP Address (if applicable) from the pervious month, and be capable of retrieving and sorting individual invoices and/or CSA's for each user account. Electronic files must have the ability to export all data to any Microsoft® software suite or any other State available billing system. In addition, the electronic file must accommodate print capabilities consisting of print page, section or entire bill.

Contractor shall furnish a copy of the data contained within the EDI data transfer on permanent storage media. The storage media shall be non-proprietary computer storage compact disk (CD).

The Contractor shall provide a detailed line item report grouped by State agency or SUNCOM eligible entity. The summary report shall be a summarization of the total bill to the State Technology Office. The credit report shall be a line item report group by State agency or SUNCOM eligible entity. Summary information shall be provided each contract quarter to the State Technology Office.

4.4 Competitive Pricing.

The Parties agree to review on an annual basis the competitiveness of the prices the Contractor charges to the STO for Services and Deliverables by comparing the combined pricing for all Services and Deliverables provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States state government customer for a mix of services and deliverables substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving goods and services from Contractor at a combined price below that being charged to the STO pursuant to this Contract, the Parties agree to amend this Contract as necessary to reflect the lower price; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from Services and Deliverables provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts.

In connection with the review described in this Section 4.4, Contractor has no obligation to provide the STO with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

Section 5 One Florida

5.1 Utilization of Small Business Concerns.

It is the policy of the State that minority and woman-owned business enterprises (MWBE) have the maximum practicable opportunity to participate in performing State contracts (see the Office of Supplier Diversity website at http:\\osd.dms.state.fl.us). The Contractor hereby agrees to use reasonable efforts to carry out this policy in the awarding of subcontracts to the extent consistent with efficient Contract performance. The Contractor further agrees to reasonably cooperate in any studies or surveys as the State may conduct to determine the extent of the Contractor's compliance with this clause.

5.2 Contractor's Commitment.

At a minimum, Contractor shall:

- Comply with One Florida, Equity in Contracting, as set forth in Executive Order 99-281 (see http://www.state.fl.us/eog/executive_orders/1999/november/eo99-281.html).
- Identify and report MWBE participation.
- Provide opportunities for MWBE participation.

5.3 Non-Discrimination and Equal Opportunity.

The Contractor agrees to not discriminate on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status in their employment practices and with respect to availability and accessibility of services to the public. The Contractor agrees to comply with all applicable laws of the State of Florida and of the United States of America, regarding such non-discrimination and equality of opportunity. Furthermore, in accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity and may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. By reference, the Contractor submits that it is not in material violation of any laws referenced herein as of the Effective Date and for the life of the Contract. Any material violation of such laws by Contractor will be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

Section 6 Performance Standards

The Contractor agrees to all of the technical requirements/performance measures provided in the the Contract. The Contractor agrees that Hayes e-Government Resources, Inc. is the integrator for services provided as provided in the Contract.

Section 7 Software and Intellectual Property

7.1 STO Materials.

To the extent required by the Contract, the STO will provide, and will use commercially reasonable efforts to ensure applicable Eligible Users provide, to the Contractor and its subcontractors the STO Materials as required to enable the Contractor to provide the Services during the term of this Contract. The STO will obtain, and will use commercially reasonable efforts to have Eligible Users obtain, all consents necessary to permit the STO and applicable Eligible Users to provide the STO Materials to Contractor and its subcontractors and to permit Contractor and its subcontractors to use the STO Materials as required to provide the Services, and will provide evidence of such consents to Contractor at its request. The STO will make all payments necessary, and will use commercially reasonable efforts to ensure applicable Eligible Users make all payments necessary, to obtain such consents, and the Contractor will cooperate with the STO and Eligible Users in obtaining such consents. Contractor shall use commercially reasonable efforts to minimize the cost of any such cooperation. In the event that STO Materials or Contractor's and its subcontractors' use thereof in accordance with this Contract infringe or violate the rights of any third parties or any applicable legal requirements, Contractor's sole remedy shall be as set forth in Section 2.1.1 hereof. All STO Materials provided or used by the STO or Eligible Users pursuant to this Contract shall remain the exclusive property of the STO, Eligible Users, or their licensors, unless expressly provided otherwise in the Contract. The Contractor shall not have or obtain any rights in STO Materials provided to the Contractor under this Contract other than to use the STO Materials solely for the purpose of performing any required responsibilities of the Contractor as otherwise permitted under this Contract, or as otherwise may be authorized by the STO in writing from time to time.

Unless expressly provided otherwise in the Contract, the STO will be responsible for, and will use commercially reasonable efforts to ensure applicable Eligible Users are responsible for, maintaining their respective STO Software and for any license or maintenance fees related to providing their respective STO Software for use by the Contractor and its subcontractors under this Contract. Unless Contractor is paying maintenance or license fees related thereto pursuant to the Contract, Contractor shall use STO Software only for purposes of this Contract. The use of STO Software by the Contractor shall be subject to any restrictions and other license terms for such Software (including any restrictions and license terms contained in applicable third party license agreements).

7.1.1 Deliverables

The Contractor must provide deliverables as outlined below: The Contractor must be capable of receiving on-line CSA's on or before 30 days from final execution of the contract.

Item	Wireless Data Service Deliverables
1	Contractor must provide a complete "turnkey Wireless Data Service" meaning there shall be nothing remaining to purchase or be supplied by the State Technology Office, State Agency, SUNCOM customers, or end user other than those items so indicated in the responses received from vendors.
2	Contractor must provide protection against fraudulent use of their wireless technology, as provided in their responses too the Invitation to Negotiate.
3	"Wireless Data", "Wireless Data Service", or "Wireless Service" shall be synonymous with wireless mobile data access service and is intended to describe TCP/IP mobile data access to applications that reside within the State's intranet via a wireless modem (or other appropriate device) utilizing 2.5G and greater (high speed) wireless cellular technologies.
4	Contractor must provide a seamless or transparent transfer of existing CDPD subscribers to the new Wireless Data Service.
5	Contractor must reimburse the State Technology Office $1,000 per day for any existing CDPD user that has not been migrated to the new wireless service on or be before September 30, 2004 provided the applicable Contractor receive the authorization CSA for that user on or before August 30, 2004.
6	Contractor shall be solely responsible for the installation, maintenance, and administrative servicing of all services and facilities provided during the life of the contract, regardless of whether the Contractor own or lease these facilities.
7	The Contractor must establish an account and utilize the Automated Online CSA system.
8	Contractor shall furnish up to fifteen (15) wireless data test accounts to the State Technology Office for test and performance evaluation purposes for the life of the awarded contract at no cost. Hayes must supply 15 test accounts for each wireless data provider.

9	Contractor agrees to provide, on an annual basis during the Term of this Contract, and at no cost to the State Technology Office, (to include travel, lodging, meals, registration fees, etc.) attendance for two (2) State Technology Office employees for technical training classes, and/or a technology applications visit, and/or an update conference(s) such as user group meeting(s).
10	Contractor must provide as an option the transmission modem as part of the Wireless Data Service. The State Technology Office shall not be held accountable for lost, stolen, or damaged wireless modems. The Contractor may hold liable the end user or the applicable agency.
11	Contractor must provide all applicable modem software and continuously update the modem software remotely through the wireless network to the latest revision available from the modem manufacturer.
12	Contractor shall deliver the modem to the integrator (Hayes) for the end-user distribution.
13	The Contractor must provide that the dynamic IP address scheme or solution must be capable of assigning a particular user-group to a specific IP address range or pool.
14	The Contractor must furnish dynamically configurable publicly routable IP address ranges as required by the State Technology Office or SUNCOM eligible customer.
15	The Contractor's wireless network solution must provide an option of supplying or blocking end-user Internet access based on the modem's IP address.
16	Contractor must ensure that all equipment and facilities are compliant with associated wireless data systems, industry standards, and all other applicable requirements.
17	Contractor must employ the current case management (helpdesk) system in use by the State Technology Office for any issues associated with the services offered. This includes any functions available in the Enterprise Technology Services Desk (ETSD) and any processes required for escalation of issues to be resolved. Any integration or cost associated with said utilization will be the responsibility of the Service Provider(s).
18	Contractor shall provide helpdesk support to all wireless data customers continuously 24x7x365 (24 hours per-day, 7 days per-week, 365 days per-year) for the life of the contract.
19	Contractor must provide a centralized trouble reporting and maintenance system (Contractor's NCC) that is staffed 24 hours a day, seven days a week, 365 days per year.
20	Contractor must warrant that all work performed complies with customary, reasonable, and prudent standards of care in accordance with the industry and must perform any and all services desired herein in a professional manner.
21	The Contractor must be capable of receiving on-line CSA's on or before 30 days from final execution of the contract.

7.1.2 Balance of Line

The State Technology Office reserves the right to accept any optional equipment as balance of line equipment at negotiated prices, such as, but not limited too, smart devices with personal digital assistant capabilities and e-mail applications (Blackberries, Treo 600's, Hitachi 1000, etc.), and other equipment at any time during the term of this Contract. Additionally, new products may be added and prices negotiated accordingly.

7.2 Trade Secrets.

In the course of performance hereunder, the Contractor may use or provide to the STO proprietary products, materials, information, tools, and methodologies that are the trade secrets of the Contractor or third parties (collectively "Proprietary Items"). The STO and applicable Eligible Users shall have or obtain no rights in such Proprietary Items (or in any modifications or enhancements to them) other than (i) to use them as authorized by Contractor in writing from time to time solely for purposes of performing any required responsibilities under this Contract, (ii) to the extent the Proprietary Items are incorporated into a Deliverable, to use them as part of the Deliverable for purposes of the STO's and applicable Eligible Users' internal business only, (iii) pursuant to the standard license for such Proprietary Items or, in the case of Proprietary Items owned by third parties, pursuant to terms acceptable to the applicable third party, or (iv) as otherwise provided in this Contract. If Proprietary Items are made available to the STO under (i) or (ii) above, they will be made available in an "AS IS" condition and without express or implied warranties of any kind; those Proprietary Items made available under (iii) above shall be subject only to applicable terms of the applicable license. Notwithstanding the foregoing, nothing in this Contract shall limit the STO's rights as set forth in Sections 7.2 and 7.3 hereof, or the full exploitation of those rights by the STO.

The Contractor and the STO each acknowledge that the Software provided by the other Party (excluding Developed Software) includes proprietary information of the other Party, and each Party agrees to keep and treat such Software as a trade secret or otherwise confidential, at all times, consistent with State law.

7.3 Source Code.

With respect to Contractor Software owned by the Contractor and provided to the STO under this Contract, at the STO's request the Contractor shall, at Contractor's option, (1) provide the STO with source code for such Software, or (2) place such source code in a third party escrow arrangement with a designated escrow agent, which shall be identified to the STO, and which shall be directed to release the deposited source code if Contractor materially fails to provide support and maintenance for the Contractor Software as required under this Contract or if Contractor ceases business activities, in accordance with an escrow agreement acceptable to the STO (which acceptance may not be unreasonably delayed or withheld). If Contractor is required under this Contract to provide support and maintenance for such Contractor Software, such source code shall be updated for each new release and modification of the relevant Software issued during the term that Contractor is required to provide support and maintenance. The STO's use of such source code shall be limited to support and maintenance of the Contractor Software for internal use during the term of the license until such time as Contractor resumes support and maintenance for such Software as required under this Contract. The Contractor shall identify the escrow agent upon delivery of the Contractor Software and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph and the applicable escrow agreement.

With respect to Contractor Software licensed by the Contractor or its subcontractors from a third party and provided to the STO under this Contract, Contractor shall use commercially reasonable efforts to obtain for the STO source code escrow consistent with this Section 7.5.

All source code related to Developed Software shall be delivered with Developed Software.

Section 8 Insurance

8.1 Insurance Coverage.

The Contractor shall, at its own expense, maintain the insurance coverage outlined below. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. Contractor performance under this Contract may not commence until certificates of insurance evidencing the required coverage's are provided to the STO.

8.1.1 Commercial General Liability.

The Contractor shall maintain commercial general liability insurance in a face amount of $5,000,000. The STO shall be named as an additional insured in the general liability coverage policy. Each policy shall include thirty (30) calendar days prior written notice to the STO of cancellation for any coverage.

8.1.2 Workers' Compensation Insurance.

The Contractor shall maintain Workers' Compensation insurance as required for the State of Florida under the relevant Workers' Compensation law. The insurance shall cover all of the Contractor's employees connected with the services provided under this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Federal and Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the State, for the protection of employees not otherwise protected.

8.1.3 Automobile Liability Insurance.

The Contractor shall maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $5,000,000 for each occurrence-bodily injury and property damage combined.

8.1.4 Professional Indemnity Insurance.

The Contractor shall maintain professional indemnity (errors and omissions) insurance appropriate for the services provided under this Contract. The limits shall be $10,000,000 per claim.

8.2 Subcontractor Insurance Coverage.

All subcontractors of the Contractor shall maintain the insurance appropriate to the scope of their work.

8.3 Proof of Insurance.

At the request of the STO, the Contractor shall provide to the STO certificates or other mutually agreed upon proof of such insurance or proof of its ability to self-insure satisfactory to the STO, including renewal

or replacement evidence of insurance no more than fifteen (15) days following the expiration or termination of any insurance.

8.4 Deductible Amounts.

The deductible amounts for any peril shall not exceed those determined by the Contractor to be customary in the industry. The Contractor shall be responsible for payment of its deductible.

8.5 Self Insurance.

For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the State, which approval may not be unreasonably withheld.

Section 9 Default and Remedies

9.1 Contractor Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the Contractor hereunder:

(a) Payment. The failure of the Contractor to pay to the STO any sum of money required hereunder, other than amounts disputed in good faith in accordance with Section 4.3.2, within forty-five (45) calendar days after receipt of written notice from the State that the same is due; or

(b) Performance. Any one of the following events by the Contractor, which is not cured within thirty (30) calendar days (except as specified in (d) below) after receipt of written notice of breach from the State, provided, however, that if the parties mutually agree to extend the period or if such cure is of a nature that it could not reasonably be performed within thirty (30) calendar days, such 30-day period may be extended so long as the Contractor begins performance within such 30-day period and thereafter diligently and continuously pursues performance:

(1) Contractor breaches a material obligation under this Contract where such breach and a respective remedy or credit is not covered under a description of Performance Standards set forth in the Contract hereto; or
(2) The Contractor knowingly employs an illegal alien in the performance of Services; or
(3) The Contractor becomes insolvent or is declared bankrupt; or
(4) The Contractor files for reorganization under the bankruptcy code; or
(5) The Contractor commits any act of bankruptcy or insolvency, either voluntarily or involuntarily; or
(6) The Contractor made or has made an intentional and material misrepresentation or omission in any materials provided to the State; or
(7) The Contractor fails to promptly pay any and all undisputed taxes or assessments imposed by and legally due the State or federal government; or
(8) The Contractor admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors without the approval of the State; or
(9) The Contractor knowingly utilizes a vendor in the performance of Services which has been placed on the State's Convicted Vendors List; or
(10) The Contractor improperly refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Contract and not otherwise exempt from disclosure as a trade secret or otherwise confidential under then-applicable law; or

(11) The Contractor refuses to allow auditor access to Contractor's facilities or otherwise fails to cooperate with an audit as required by the Contract under Section 4.1 in a manner that materially impedes such audit; or

(c) With regard to the events involving bankruptcy or insolvency (events 3 - 5), the Contractor shall, at the discretion of the STO or pursuant to court order, be considered as having cured the event by submitting a post-bankruptcy or post-insolvency guarantee to the STO that the Contractor intends to complete Contract performance despite its bankrupt or insolvent status.

(d) With respect to the events described in subsections (2), (9), and (10) of (b) above, the cure period for Contractor shall be no more than five (5) business days.

9.2 STO Remedies in the Event of Default.

If an Event of Default has occurred pursuant to Section 9.1 above, the STO shall have the right to terminate this Contract with respect to which there has been an Event of Default by Contractor. If the STO elects to terminate, then the STO shall provide the Contractor with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this Section 9.2 and reciting that the STO intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.2 and provides that the STO intends to pursue termination of the Contract if the Event of Default is not cured. If the Contractor fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the STO may terminate the Contract and exercise all of its remedies, including all those at law or equity consistent with the terms of this Contract. In the event of termination, the Parties shall work together in good faith to phase out the Services of this Contract consistent with Section 4.2 and in accordance with any applicable terms herein.

Upon the occurrence of an "Event of Default" on the part of the Contractor, the STO is entitled to any one or all of the following remedies:

(a) termination of the Contract in accordance with this Section 9.2;

(b) seek equitable relief and/or institute legal proceedings against the Contractor consistent with the terms of this Contract to collect payment of any damages or sums owed by the Contractor hereunder, or to compel the performance of any obligation required to be performed by the Contractor hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(c) without limiting the foregoing, Events of Default resulting in termination of this Contract by the STO may also result in:

(1) The Contractor's name being removed from State Purchasing vendor mailing list(s).

(2) All State agencies being advised not to do business with the Contractor without written approval from the Division of State Purchasing until such time as the Contractor reimburses the State for all re-procurement and transition costs.

9.3 STO Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the STO:

(a) The STO fails to timely pay any amounts owed to Contractor under the Contract as provided in Section 4.3 hereof, other than amounts disputed in good faith in accordance with Section 4.3.2; or

(b) The STO breaches any other material obligation under this Contract. The cure period for a material breach by the State shall be thirty (30) calendar days from receipt of notice of material breach; or

(c) Upon the occurrence of an "Insolvency Event of Default." The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default":

(1) the State admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; or

(2) any affirmative act of insolvency by the State or the filing by or against the State (which is not dismissed within ninety (90) days) of any petition or action under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or

(3) the subjection of a material part of the State's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

9.4 Contractor Remedies in the Event of Default.

Upon occurrence of an "Event of Default" on the part of STO, the Contractor is entitled to any one or all of the following remedies:

(a) seek equitable relief and/or institute legal proceedings against the State consistent with the terms of this Contract to collect payment of any damages or sums owed by the State hereunder, or to compel the performance of any obligation required to be performed by the STO hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(b) terminate the Contract. If an Event of Default has occurred pursuant to Section 9.3 above, the Contractor shall have the right to terminate this Contract with respect to which there has been an Event of Default by the STO. If the Contractor elects to terminate, then the Contractor shall provide the STO with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this subsection and reciting that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.4 and provides that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. If the STO fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the Contractor may terminate the Contract and exercise all of its remedies hereunder.

In the event of termination, subject to Section 4.2, the Contractor shall work with the STO in good faith to phase out the Services of this Contract.

9.5 STO May Cure.

If the Contractor commits an "Event of Default" in the performance of any term, provision, covenant or condition on its part to be performed hereunder, the STO may, upon notice to the Contractor, perform or have performed for it the same at the reasonable expense of the Contractor. If, at any time and by reason of such Event of Default, the STO elects to pay any sum of money or do any act which will require the payment of any sum of money, or incur any expense in the enforcement of its rights under this Section 9.5, such sum or sums in excess of the amounts that would have been payable to Contractor for such performance under this Contract, together with a rate of interest, if applicable set forth in section 55.03(1), Florida Statutes, shall be repaid to the STO by the Contractor promptly when billed therefore within the timeframe set forth in Section 9.1(a) hereof. The STO shall use commercially reasonable efforts to mitigate any such costs.

Section 10 Dispute Resolution

10.1 Dispute Resolution.

In the event of any dispute concerning performance under the Contract, the Parties shall use good faith efforts to resolve such dispute informally. Such good faith efforts shall include the provision of written notice describing the basis for the dispute by the Party claiming a dispute to the other Party, and at least one meeting between a management employee of Contractor and the STO's Purchasing Director or other personnel of the Parties with authority to resolve the dispute. If such dispute is not resolved within 30 calendar days after receipt of the initial written notice of the dispute, the dispute shall be referred to the State CIO who shall, within 30 calendar days, make a decision regarding the dispute, reduce the decision to writing and serve a copy on the Contractor. Prior to making any such decision, the CIO shall provide each Party a reasonable opportunity to present its position with respect to the dispute, and shall meet with a representative of the Contractor to attempt to resolve the matter. The decision of the CIO shall be final and conclusive unless within twenty-one (21) days from the date of receipt of the decision, the Contractor files with the State for administrative review.

10.2 Performance to Continue.

Each Party shall continue to perform its obligations under the Contract pending final resolution of any dispute arising out of or relating to the Services subject to Section 4.3.2.

10.3 Confidentiality.

All negotiations pursuant to Section 10 of this Contract shall be treated as compromise and settlement negotiations. Nothing said or disclosed, and no document produced (including any notice, response, offer, argument, admission, finding, recommendation, ruling, opinion, or conclusion), in the course of or in connection with such negotiations that is not otherwise independently discoverable and admissible as evidence shall be offered or received as evidence or used for impeachment or for any other purpose in any arbitration, litigation, administrative proceeding, or other dispute resolution process or proceeding. Neither the STO nor the Contractor shall disclose to any third party, except as may be required by applicable law, any communications or negotiations related to such negotiation or mediation. Neither the STO nor the Contractor shall call as a witness, depose, interrogate, or interview; or attempt to call as a witness, depose, interrogate, or interview, any attorney who participated in the negotiations or mediation for the other Party as to any involvement of such attorney in any aspect of such negotiations or mediation.

10.4 Payment of Fees and Costs.

Except as otherwise provided under the Contract, the STO and the Contractor shall each bear its own costs and expenses incurred in connection with any negotiations pursuant to this Contract. In addition, the STO and the Contractor shall share equally all third-party costs in connection with any attempt to resolve disputes pursuant to this Contract unless otherwise agreed.

Section 11 Term, Renewal, and Termination Provisions

11.1 Term/Renewal.

The Parties agree that the "Term" of this Contract shall be for a three-year period commencing upon the Effective Date unless extended, terminated or renewed as provided herein. Subject to Chapter 287 of the Florida Statutes, and upon mutual agreement, (a) upon expiration of such three-year period, the STO and the Contractor may renew the Contract, in whole or in part, for an additional three-year period, and (b) upon expiration of the initial or renewal, the STO and the Contractor may extend the Term for an additional six month period. Any renewal or extension shall be in writing and signed by both parties. The STO shall provide written notice to the Contractor regarding its intent to renew or extend the Contract prior to the expiration of the Contract. The STO shall rely on several factors in making the determination to renew including, but not limited to, satisfactory performance evaluations by the STO and the availability

of funding.

11.2 Termination for Convenience.

Unless otherwise specified in the Contract hereto, the STO may, upon ninety (90) days written notice to Contractor, terminate for its convenience this Contract, in whole or in part, whereupon the Contractor shall cease the provision of the terminated Services to the STO in accordance with the reasonable terms of such notice.

11.3 Termination for Cause.

Either Party may terminate this Contract in accordance with Section 9 in the event of an Event of Default of the other Party. In the event of the termination of the Contract, the Contractor shall continue to provide any Services required to be provided under the Contract not terminated. If the Event of Default is caused by the default of a subcontractor of Contractor at any tier, and to the extent the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any damages arising from the Event of Default, unless the subcontracted services or supplies were obtainable from other sources without significant increase in costs and in sufficient time for the Contractor to meet the required delivery schedule. If Contractor terminates this Contract for an Event of Default of the State, the rights and obligations of the Parties shall be the same as if the termination had been for the convenience of the STO under Sections 11.2 and 11.4.2. If, after termination of this Contract by the STO due to an Event of Default by Contractor, it is determined that there was not an Event of Default by Contractor or that the Event of Default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been for the convenience of the STO under Sections 11.2 and 11.4.2.

11.4 Consequences of Termination by STO.

11.4.1 Termination for Cause.

If this Contract is terminated by the STO for an Event of Default of the Contractor, the Contractor shall only be entitled to payment for Services performed in accordance with this Contract, which shall be offset by any actual damages caused by the Event of Default and due the STO consistent with the terms of this Contract. This consequence is supplemental to the State Remedies in the Event of Default, addressed in Section 9.2 herein.

11.4.2 Termination for Convenience.

If this Contract is terminated by the STO for convenience, the STO shall, unless otherwise specified in the Contract hereto, compensate the Contractor fairly for the work done and the preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Contract, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, a reasonable allowance for profit for Services and/or Deliverables already provided to and accepted by the STO. The Contractor shall take commercially reasonable efforts to mitigate any such costs arising after notice of termination. Upon termination of its obligations under this Contract hereto, the Contractor shall submit a request for payment as required by Section 4.2 of the Contract. Notwithstanding Section 1.3 hereof, in no event shall the Contract or any such request include any termination costs or charges for termination for convenience that includes loss of profits, anticipated profits or damages in excess of those generally described in this Section 11.4.2.

Section 12 General Provisions

12.1 Advertising.

Contractor shall not disseminate to the public any written sales or marketing information concerning the

Contract without prior written approval from the STO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the STO as a reference, or otherwise linking the STO's name and either a description of the Contract or the name of the State or the STO in any material published, either in print or electronically, except to potential or actual authorized subcontractors or Eligible Users (as authorized by the STO). Within a reasonable time after the Contract's Effective Date, the Parties shall issue a mutually agreeable joint press release regarding the Contract and the Services to be provided hereunder.

12.2 Annual Appropriations.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Contract, as used in the preceding sentence, shall include all provisions hereof, all Exhibits hereto, and any Changes pursuant to this Contract. If appropriations are required, the STO shall affirmatively take all reasonable steps to seek such appropriations, but shall not guarantee the securing of annual appropriations. The State of Florida, as used in this Section 12.2, specifically includes the STO.

The Parties acknowledge and agree that there is no intent to violate section 216.311, Florida Statutes, with the execution of this Contract, and that any provision deemed to violate that statute shall be null and void and stricken from the Contract, and the remainder of the Contract shall remain in full force and effect. The Parties further agree that the foregoing does not in any way limit, abrogate or otherwise modify the Contractor's rights or remedies under applicable law, including the Contractor's rights to seek a claims bill.

If funds are necessary and not available through appropriations for payments under this Contract, the STO shall have the right to terminate the portions of the Contract for which payments are contingent upon such appropriations at the end of the last period for which funds have been appropriated or otherwise made available by giving thirty (30) days advance written notice of such Contract termination to the Contractor. All available appropriated funds appropriated for the Services hereunder shall be expended on this Contract.

In the event of such termination, the Contractor may seek payment from the State through a claim or other appropriate process. If the Contractor must seek approval from the State Legislature for such a remedy, the STO shall work in good faith with the Contractor and the State Legislature to affect such a remedy, including requesting appropriation for such payments as the Contractor would have received had the termination been for convenience under Section 11.4.2. Only to the extent applicable funds are or become available through appropriations, such termination shall be deemed a termination for convenience subject to Section 11.4.2.

If funding for the STO is not appropriated, the STO and its successors in interest shall use commercially reasonable efforts to facilitate and permit Contractor's continued, direct dealings with Eligible Users as necessary to carry out the provisions of this Contract.

12.3 Assignment.

Neither Party may sell, assign or transfer any of its rights, duties or obligations under this Contract without the prior written consent of the other Party. However, the STO may assign this Contract to another a State agency provided that all STO rights and obligations are so assigned, and Contractor may assign this Contract to a wholly owned subsidiary of Contractor capable of performing all Contractor obligations hereunder. Contractor may assign any monies due under this Contract from the STO to a third party with the STO's written consent, which consent shall not be unreasonably withheld. No change in Contractor's organization, if any, shall operate to release Contractor from its liability for the prompt and effective performance of its obligations under the Contract. All terms and provision of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

A Change of Control, as hereafter defined, of the Contractor, shall constitute an assignment for purposes of this Section 12.3.

"Change of Control" means (a) the acquisition of all or substantially all of the assets of the Contractor other than by an affiliate (as such term is defined in Rule 405 of the Securities Act of 1933), (b) the acquisition by any party (or group as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") not currently a holder of more than 5% of Contractor's capital stock entitled to vote for the election of directors of such number of additional shares of capital stock (whether in one transaction or in a series of transactions), which results in such Party (or such group) owning 50% or more of such stock other than by an affiliate of Contractor, (c) any merger, combination, consolidation or similar transaction involving Contractor following which the holders of the capital stock of Contractor immediately prior to such transaction will not own more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's outstanding voting securities, in substantially the same proportion as their ownership immediately prior to such reorganization, merger, consolidation or other transaction, or (d) Contractor being subject to a Delisting Event, where a "Delisting Event" shall mean such time as the stock of Contractor shall no longer be publicly traded on a national securities exchange or quotation system (e.g., the New York Stock Exchange or NASDAQ) in the United States.

12.4 Change of Statute or Regulation.

Any changes to this Contract or the Service and Deliverables provided hereunder necessitated by changes in existing statute or regulation, or the promulgation of new regulations or the issuance of new statutes, shall be governed by Section 3.2 herein.

12.5 Compliance with Laws.

The Contractor shall comply, and shall require each of its subcontractors to comply, with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with the following laws to the extent applicable to the conduct of its business: any applicable provisions of section 247A(e) of the Immigration and Nationalization Act; Titles I-IV of the Americans with Disabilities Act; Sections 504 and 508 of the Federal Rehabilitation Act amendments; the Assistive Technology Act of 1998; and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Material violation of such laws shall be deemed a breach of a material obligation of this Contract, subject to Section 9 hereof, except that any material violation of such laws shall not be deemed a breach of a material obligation to the extent such material violation results from an act or omission of the State or any Eligible User or their agents or contractors or the failure of any facilities, equipment, software, data or other resources provided by the State or any Eligible User or their agents or contractors to comply with such laws.

12.6 Contract Administrator.

The State shall name a Contract Administrator during the Term of this Contract whose responsibility shall be to maintain this Contract. As of the Effective Date, the Contract Administrator is Gina Gibson, 4030 Esplanade Way, Suite 235M, Tallahassee, FL 32399. The State shall provide written notice to Contractor of any changes to the Contract Administrator; provided, such changes shall not be deemed Contract amendments.

12.7 Governing Law.

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, the

Contractor waives any right to jury trial that it may have, and the threshold issue for determination shall be whether the action is in the appropriate forum.

12.8 Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the State. Contractor shall conduct criminal history checks for all current and prospective Contractor employees who will be providing the Deliverables and Services prior to the Contractor's employees obtaining access to State, state employee, or state retiree Confidential Information. Such criminal history checks shall be maintained in the Contractor records and made available for the STO's inspection upon demand. The STO may conduct, and the Contractor shall reasonably cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any Contractor personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or material non-compliance with STO's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform Services in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

12.9 Entire Contract.

This Contract constitutes the full and complete Contract of the Parties hereto and supersedes any prior Contracts, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges that it is entering into the Contract solely on the basis of the representations contained herein, and for its own purposes and for the benefit of Eligible Users, and not for the benefit of any other third party.

12.10 Execution in Counterparts.

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.11 Force Majeure, Notice of Delay, and No Damages for Excusable Delays.

Neither Party shall be responsible for delay or failure to perform its obligations under this Contract to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay a Party believes is excusable, the Party shall notify the other in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Party could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Party first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE PARTIES' SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY OR FAILURE TO PERFORM DUE TO ANY OF THE CAUSES DESCRIBED IN THIS PARAGRAPH.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against a Party due to any of the causes described in this paragraph. Neither Party shall be entitled to an increase in the Contract price or payment of any kind from the other for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph. If Contractor performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless performance has been delayed for more than 90 days and the STO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State, in which case the STO may (1) accept allocated performance from the Contractor, provided that the Contractor grants preferential treatment to the STO with respect to Services subjected

to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the Services and/or Deliverables that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part. This Section shall not excuse the STO's obligation to pay undisputed amounts due to the Contractor for Services or Deliverables provided and Accepted following the cessation of any of the causes described in this paragraph that have delayed such payment.

12.12 Further Assurances.

The Parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

12.13 Indemnification.

Each Party shall be fully liable for the actions of its agents, employees, partners, or subcontractors. Contractor shall fully indemnify, defend, and hold harmless the STO, and its officers, agent and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees ("Claims"), arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that Contractor shall not indemnify the STO for that portion of any loss or damages proximately caused by the negligent act or omission of the STO.

In the event of a third party Claim against the State, its officers, agents, employees, partners or subcontractors ("State Indemnified") that any Deliverable or any material provided by the Contractor which is included in or used in the development of a Deliverable (excluding any third party Software or STO Materials) infringes a United States copyright, trademark, presently existing patent or trade secret of any third party, the Contractor will defend against such Claim at its expense and will pay any costs or damages that may be finally awarded against the State Indemnified as a result of such Claim. The Contractor will not indemnify the State Indemnified, however, if the Claim of infringement is caused by: (1) misuse or unauthorized modification of the Deliverable by the State or an Eligible User; (2) failure to use corrections or enhancements made available to the State or an Eligible User by the Contractor; (3) use of the Deliverable in combination with any product or information not owned or developed by the Contractor unless the Claim would have arisen solely from the use of the Deliverables without combination with such product or information; (4) State's or an Eligible User's distribution, marketing or use for the benefit of third parties of the Deliverable, unless the Deliverable was provided contemplated such distribution, marketing or use; or (5) the development of a Deliverable in accordance with specifications provided by the STO or an Eligible User. If any Deliverable is found to be infringing, the Contractor shall at its expense and option either (a) procure the right for the STO to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to the STO the fees and expenses paid for such Deliverable, less a reasonable amount for the STO's or Eligible User's use of the Deliverable up to the time of return. The foregoing remedies constitute the sole and exclusive remedies of the STO against the Contractor and the Contractor's entire liability with respect to infringement.

Contractor's obligations under the preceding two paragraphs with respect to any legal actions are contingent upon the STO giving Contractor (1) prompt written notice of any action or threatened action for which a State Indemnified is seeking indemnification, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by a State Indemnified in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

12.14 Limitation of Liability.

For all other claims against the Contractor other than indemnification claims under Section 12.13, regardless of the basis on which the claim is made, the Contractor's liability for direct damages arising in connection with the Contract shall be limited, unless otherwise specified in the Contract, to the greater of one million ($1,000,000.00) dollars. No Party shall be liable to another for punitive, special, indirect, or consequential damages, even if the Party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

12.15 Independent Contractor Status of Contractor.

The Contractor, together with its agents, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the STO with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes payable by Contractor, and all FICA contributions for its employees.

12.16 Modification of Terms.

The Contract and the Exhibit contain all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions under the Contract. The Contract may only be modified or amended upon mutual written agreement of the STO and the Contractor. No oral agreements or representations shall be valid or binding upon the STO or the Contractor. The Contractor may not unilaterally modify the terms of the Contract by incorporating terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The STO's acceptance of Services or Deliverables or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12.17 Notices.

All notices under this Contract shall be served upon the STO by certified mail, return receipt requested, by reputable courier service, or delivered personally to each of the following:

State Technology Office
Gina Gibson
Purchasing Director
4030 Esplanade Way. Suite 235M
Tallahassee, Florida 32399-0950

State Technology Office
Simone Marstiller
Chief Information Officer
4030 Esplanade Way, Suite 180
Tallahassee, Florida 32399-0950

Department of Management Services
Gerry York
Office of the General Counsel
4050 Esplanade Way, Suite 260
Tallahassee, FL 32399-0950

All notices under this Contract to be served upon the Contractor shall be served by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

AT&T Wireless
Attn: Rob LaVille
10150 Highland Manor Dr.
Suite 300
Tampa, FL 33610
Phone: 813-220-5700
Rob.lavielle@attws.com

The Contractor contacts referenced above are required to participate in a monthly SUNCOM Contractor meeting and are responsible for resolution of all billing and technical problems.

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party. All notices and other communications under this Contract shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above, (ii) upon confirmation of courier delivery to the intended recipient; or (iii) three (3) business days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

12.18 Project Managers.

Each Party will designate a Project Manager during the Term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the STO's Project Manager is Bill Hand, 4030 Esplanade Way, Suite 315N, Tallahassee, FL 32399, and the Contractor's Project Managers are listed below:

AT&T Wireless
Attn: David Hicks
10150 Highland Manor Dr.
Suite 300
Tampa, FL 33610
Phone: 813-630-3641
David.hicks@attws.com

The Project Manager's for the Contractor provided above shall be required to participate in a monthly SUNCOM meeting and be responsible for resolution of all billing and technical problems.

Each Party shall provide prompt written notice to the other Party of any changes to the Party's Project Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments.

12.19 Public Records.

Any and all records produced or used regarding this Contract are subject to Chapter 119 of the Florida Statutes. Absent a valid exemption, including status as a "trade secret," Contractor shall allow public access to all documents, papers, letters, or other material subject to Chapter 119 that are made or received by the Contractor in conjunction with this Contract. A willful breach of this Section shall be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

12.20 Loss of Data.

In the event of loss of any State data or record where such loss is due to the negligence of the Contractor

or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in a manner and on a schedule that are commercially reasonable, except that the Contractor shall have no obligation to recreate lost data to the extent such data is lost due to the STO's breach of this Contract or to an act or omission of the State, an Eligible User or any of its contractors or agents other than the Contractor. The Contractor's obligations under this Section 12.20 are subject to any disaster or data recovery obligations set forth in the Contract.

12.21 Security and Confidentiality.

Each Party shall comply fully with all appropriate security procedures in its performance of the Contract. Neither Party shall divulge to third parties any Confidential Information of the other Party obtained by the Party or its agents, subcontractors, officers or employees in the course of negotiations of this Contract or performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information. Neither Party shall be required to keep confidential any information or material that is publicly available through no fault of the Party, material that the Party developed independently without relying on the other Party's Confidential Information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, each Party shall take appropriate steps as to its personnel, agents, and subcontractors.

Contractor shall keep confidential all information received in connection with this Contract that is exempt from public record under Chapter 119, Florida Statutes, and Section 24(a), Article I, of the Florida Constitution, including, without limitation, information made exempt pursuant to section 443.1715, Florida Statutes. Contractor, however, shall not be required to keep confidential any such information or material that is publicly available through no fault of the Contractor or that is otherwise obtainable under State law as a public record.

This Section shall survive termination or expiration of the Contract.

12.22 Lobbying and Integrity.

Pursuant to section 216.347 of the Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The Parties agree that any funds provided by the Contractor for purposes of marketing under Section 3.1.4 of this Contract shall not be deemed to be State funds for the purpose of lobbying hereunder. In addition, the Contractor shall not, in connection with this Contract, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of the foregoing clause (2), gratuity means a payment in whatever form of more than nominal monetary value.

12.23 Subcontracts.

The Contractor shall not enter into any subcontracts for Services without the express written consent of the STO. In all instances, the Contractor shall remain fully responsible for all work to be performed under the Contract, including work to be performed by its subcontractors. Each approved subcontract shall be subject to the same terms and conditions as the Contract to the extent applicable based on such subcontractor's scope.

12.24 Subcontractor Liability.

The Contractor's subcontractors in the performance of Services are the responsibility of the Contractor. The State shall have no liability to such subcontractors for claims, demands, loss, damage, negligence or any expense relating, directly or indirectly, to subcontractors.

12.25 Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

12.26 Waiver.

The delay or failure by a Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

12.27 Warranty of Authority.

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract. Each Party warrants that it has sufficient right and authority to enter into this Contract, and to grant and assume all of its respective rights and obligations set forth herein.

12.28 Warranty of Ability to Perform.

The Contractor shall provide the STO, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and will be deemed an Event of Default of Contractor. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the STO in writing if its ability to perform is compromised in any material manner during the term of the Contract.

12.29 Severability.

If a court deems any provision of the Contract void or unenforceable, that provision of the Contract shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SO AGREED:

STATE OF FLORIDA
STATE TECHNOLOGY OFFICE

Simone Marstiller 6/17/2004

By: Simone Marstiller, State CIO **Date**

Approved as to form and legality by the Department of Management Services, General Counsel's Office:

6/9/04

By: Gerard York, General Counsel **Date**

AT&T Wireless Services

William L. Evans 6/7/04

By: William L. Evans
Sr. Director ODSN **Date**

EXHIBIT 1

AT&T Wireless Pricing Shall be Listed on a Monthly Recurring Cost (MRC) Per-User Basis					All Cost
			Tiered Wireless Data Airlink Cost*		
Number SUNCOM Users	Wireless Modem	Wireless Modem Insurance	up to 10 Mbytes ***	10 Mbyte pooled Plan ***	Unlimited ***
1 to 49	$0.00 *	$3.99	$22.49	$26.24	$39.99
50 to 99	$0.00 *	$3.99	$22.49	$26.24	$39.99
100 to 299	$0.00 *	$3.99	$22.49	$26.24	$39.99
300 to 499	$0.00 *	$3.99	$22.49	$26.24	$39.99
500 to 999	$0.00 *	$3.99	$22.49	$26.24	$39.99
1000 to 2499	$0.00	$3.99	$22.49	$26.24	$39.99
2500 to 4999	$0.00	$3.99	$22.49	$26.24	$39.99
5000 to 9999	$0.00	$3.99	$22.49	$26.24	$39.99
10000 (and over)	$0.00	$3.99	$22.49	$26.24	$39.99
Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis ->	*AWS will offer all of the EDGE cards at no charge for the 1st year regardless of the number of users that sign up for service with AWS under ITN - 011. After the 1st year, if the number of subscribers with AWS on the ITN-011 is below 1000, AWS will charge $5.00 per modem per month until the total amount of users amounts to 1000 or more.		$0.0030	$0.0030	N/A
Note: Under no circumstance shall the end-user be charged more than the amount listed in the unlimited column MRC	**Cost/Kbytes**				

Wireless Data Services, Contract No. MA4300
with New Cingular Wireless Services, Inc.

Amendment No. 4

THIS AMENDMENT (number 4) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and the New Cingular Wireless Services, Inc. ("Cingular" or "Contractor"), for attachment to Contract #MA4300 resulting from solicitation ITN #03-STO-ITN-011 effective July 16, 2004 ("Contract" or "Agreement").

The Customer and Contractor hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.
2. Contractor shall provide the Blackberry 7130 model to Customer at a price of $0.00, when activated with an unlimited data plan.
3. Contractor shall provide BlackBerry and PDA devices to Customer at the prices as shown in Table 4.1, below, when activated with an unlimited data plan. Contractor may, from time to time, replace devices in Table 1 with other comparable devices, upon written notice to Customer.

Table 4.1

Treo 650	$ 259.99
CING2125	$ 169.99
HTC 8100/8125	$ 199.00
HP 6515	$ 349.00

4. Contractor shall provide an unlimited data plan for PDA and BlackBerry devices at a price of $37.49 per month, net of all discounts.
5. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as may have been amended previously or amended herein, shall remain in full force and effect.
6. This Amendment shall be effective when executed by both parties.

In witness whereof, and intending to be bound hereby, the parties affix their signatures to this Amendment.

Signature: _____ Date: 9-6-06
By: Cathleen Pryor, Director, Government Contracts
New Cingular Wireless National Accounts, LLC

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: _____ Date: 10/4/06
By: Gerry York

Signature: _____ Date: 10/6/06
By: Ken Granger, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

Wireless Data Services, Contract No. MA4300
with New Cingular Wireless Services, Inc.

Amendment No. 5

THIS AMENDMENT (number 5) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and the New Cingular Wireless Services, Inc. ("Cingular" or "Contractor"), for attachment to Contract #MA4300 resulting from solicitation ITN #03-STO-ITN-011 effective July 16, 2004 ("Contract" or "Agreement").

The Customer and Contractor hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.
2. Contractor shall provide the following equipment discounts on all devices not covered by previous Amendments:

Equipment	50% off National Contract Reference Pricing	1- Contractor reserves the right to exempt exclusive devices from discounting until the device becomes commonly available.
		2- Promotions will vary and cannot be combined with other discounts.
Accessories	20%	

National Contract Reference prices are displayed at the following website:
http://www.cingular.com/cda

3. PDAs must be activated on the current contracted rate plans.
4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as may have been amended previously or amended herein, shall remain in full force and effect.
5. This Amendment shall be effective when executed by both parties.

In witness whereof, and intending to be bound hereby, the parties affix their signatures to this Amendment.

Signature: Cathleen M Pryor Date: 05-03-2007
By: Cathleen Pryor, Director, Contracts
New Cingular Wireless National Accounts, LLC

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: Gerard York Date: 6/14/07
By: Gerry York

Signature: Terry L Kester Date: 6-15-07
By: Terry Kester, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

Wireless Data Services, Contract No. MA4300
with New Cingular Wireless Services, Inc.

Amendment No. 6

Term Renewal

THIS AMENDMENT (number 6) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and the New Cingular Wireless Services, Inc. ("Cingular" or "Contractor"), for attachment to Contract #MA4300 resulting from solicitation ITN #03-STO-ITN-011 effective July 16, 2004 ("Contract" or "Agreement").

The Parties agree that the "Term" of this Contract shall be renewed for an additional thirty-six (36) months commencing upon June 16, 2007 and ending on June 15, 2010 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

Whereas, Cingular, due to a company merger, is now known as AT&T and shall perform all duties and obligations and have the rights of Cingular as it relates to the Agreement. References to "Cingular" within the Agreement shall be understood to mean "AT&T." *Need to add an attachment to verify this information.*

Whereas, Cingular and AT&T Wireless, separate entities at the time of the Wireless Data Contract's original execution resulting in separate contracts, have officially merged their business together. Contract MA3538, AT&T Wireless, due to expire on June 16, 2007 shall be incorporated as part of this Agreement, MA4300. As such, shall operate as Agreement MA4300 and will also be renewed accordingly. In case of conflict Agreement MA4300 shall govern.

The Customer and Contractor hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
2. Find attached to this amendment the revised service and equipment pricing. *Vendor shall include an attachment as their proposed pricing for this renewal.*
3. The Parties also agree that the Department shall benefit from any technical improvements or any software based revisions for the services offered by the Contractor throughout the Renewal Contract Term. The Parties agree that any price decrease effectuated during the Renewal Contract Term by reason of market change or volume or services shall be passed on to the Department; however, price increases for any reason are prohibited. The Contractor agrees that any and all sales promotions that may occur during the Contract Term that result in lower prices for goods, shall be honored to the Department and shall be contained on the invoice.
4. The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any.

5. Contractor acknowledges that the Department is considering a "Converged Wireless Services" ITN/RFP and agrees that the Department may terminate the existing services (given upon successful procurement of the new contract) provided under this renewal awarded contract at any time with no termination liability charges. End-Users customers will be allowed to migrate within 30 days to the new contract without any penalty.
6. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as may have been amended previously or amended herein, shall remain in full force and effect.
7. This Amendment shall be effective on the indicated date contained herein and when executed by both parties.

In witness whereof, and intending to be bound hereby, the parties affix their signatures to this Amendment.

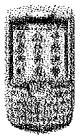
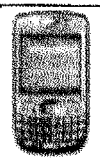
Signature: Cathleen M Pryor Date: 6/12/07
By: Cathleen Pryor, Vice President, Contracts
AT&T Mobility National Accounts, LLC

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: Terry L Kester Date: 6-15-07
By: Terry Kester, Deputy Secretary
Enterprise Information Technology Services
Dept. of Management Services

Signature: _____ Date: _____
By: Linda H. South, Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

AT&T- Contract #MA4300 resulting from solicitation ITN #03-STO-ITN-011 PDA Portfolio and Pricing

	Email Focused	Versatile players		" Do It All" devices					
	Nokia E62	BlackBerry Pearl	Samsung Blackjack	BlackBerry 8700c	Treo 680	iPAQ 6900	BlacBerry 8800	Treo 750	Cingular 8525
Device									
Positioning	Affordable email device Supports all Cingular email clients Exclusive	BlackBerry features and functions in a phone-centric, consumer-focused design	Smallest, thinnest WM 5.0 HSDPA device available. Exclusive	Workhorse BlackBerry email device Reliable, easy to setup and use	Affordable and easy to use, but with the power run enteprise email and LOB solutions	Enterprise-centric platform Win Mob 5 with Wi-Fi	Flagship BB with PTT and GPS Exclusive look	3G speeds, Palm ease of use, power of Win Mob 5.0	Ultimate enterprise platform
Key Features	Excellent voice quality Great battery life Excellent web browser	Phone-centric design PTT BES/MDS Trackball	Dual-band HSDPA Win Mob 5.0	BES/MDS Excellent battery life	Supports most Cingular email clients Large LOB library Easy to use Palm OS	Win Mob 5.0 Wi-Fi Internal GPS LOB support	Slim design PTT/GPS Micro-SD card: media player Best battery life	Tri-band UMTS Win Mob 5.0 Broad LOB support Enhanced Palm UI	Tri-band HSDPA Win Mob 5.0 Broad LOB support Wi-Fi PTT
Best Price	$0.00	$0.00	$224.99	$99.99	$224.99	$359.99	$199.99	$349.99	$359.99

Unlimited Data Connect Plan	$44.99 net cost

Unlimited BlackBerry Plan	$42.49 net cost

Equipment	50% off National Contract Reference Pricing National Contract Reference prices are displayed at the following website: http://www.cingular.com/cda

Accessories	20% off National Contract Reference Pricing National Contract Reference prices are displayed at the following website: http://www.cingular.com/cda

1- Contractor reserves the right to exempt exclusive devices from discounting until the device becomes commonly available.

2- Promotions will vary and cannot be combined with contracted discount.

3- Please refer to separate attachment for custom equipment offerings

AT&T Mobility
Government Solutions Group
5565 Glenridge Connector
Suite 510
Atlanta, GA 30342

June 12, 2007

Dear Valued Customer,

Welcome to the New AT&T! As part of all the recent changes, we have changed the payee name on your remittance slip. Attached is the updated IRS Form W-9.

Please note that all other relevant information such as Tax ID number and address for this entity remains unchanged. This name change and new W-9 is not intended to establish, change, or supersede any remittance address for payments due AT&T Mobility. Payments should be remitted only in accordance with the remittance address in your applicable contract or on your invoice remittance slip.

If you have any additional questions, please contact your AT&T Government Account Manager for additional assistance.

Sincerely,

AT&T Mobility
Government Solutions Group

USA Proud Sponsor of the U.S. Olympic Team

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
AT&T Mobility National Accounts LLC

Business name, if different from above
DBA: AT&T Mobility

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
5565 GLENRIDGE CONNECTOR SUITE 510

Requester's name and address (optional)

City, state, and ZIP code
ATLANTA, GA 30342

List account number(s) here (optional)
A LISTING OF APPLICABLE REMITTANCE ADDRESSES IS ATTACHED WITH THIS FORM

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
			–		–			

or

Employer identification number
9	1	–	2	0	1	6	6	5	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here **Signature of U.S. person ▶** Cathleen M Pugh **Date ▶** 6/12/07

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Part I- Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see ***Limited liability company (LLC)*** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: *See the chart on this page for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov.**

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN* **or** *that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II- Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see ***Exempt from backup withholding*** above.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

CONTRACT AMENDMENT BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
AT&T MOBILITY NATIONAL NATIONAL ACCOUNTS LLC
CONTRACT NO.: MA4300
AMENDMENT 7

THIS AMENDMENT is made and entered into by and between the State of Florida, Department of Management Services ("Customer" and/or "DMS") and AT&T Mobility National Accounts LLC ("AT&T" and "Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and,

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month contract extension.

THEREFORE, in consideration of the foregoing premises, pricing and other adjustments offered below and of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree that the Contract shall be amended as follows:

> To extend the Contract for an additional six (6) months commencing on June 16, 2010 and ending on December 15, 2010.

All other terms and conditions of the Contract and shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

Linda South, Secretary — Date: 6/15/2010

Approved as to form and legality by the Department's General Counsel's Office:

By — Date: 6/9/10

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By — Date: 6/14/10

CONTRACT NO. MA4300
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC

Amendment No. 8

THIS AMENDMENT to the Wireless Data Services Contract #MA4300 effective July 16, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and AT&T Mobility National Accounts LLC ("AT&T" and "Contractor").

WHEREAS, the Parties entered into the Contract #MA4300 to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and,

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month contract extension; and

WHEREAS, the Contractor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

1. The Parties agree that the Term of this Contract shall be renewed for an additional six (6) months commencing upon December 16, 2010, and ending on June 15, 2011, unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the Parties.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES:

By: Linda H. South, Secretary — Date: 12/14/2010

Approved as to form and legality by the Department's General Counsel's Office:

By: Barbara M Crosier — Date: Nov. 15, 2010

AT&T MOBILITY NATIONAL ACCOUNTS LLC:

By: — Date: 12/13/2010

Print name & title: Roland T. Saenz Director, Contracts

CONTRACT NO. MA4300
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC

Amendment No. 9

THIS AMENDMENT to the Wireless Data Services Contract #MA4300 effective July 16, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and AT&T Mobility National Accounts LLC ("AT&T" and "Contractor").

WHEREAS, the Parties entered into the Contract #MA4300 to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and,

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month contract extension.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

1. The Parties agree that the Term of this Contract shall be renewed for an additional six (6) months commencing upon June 16, 2011 and ending on December 15, 2011 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

2. The Contractor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the Competitive Pricing provision in Section 4.4 of the Contract.

3. The Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Agency, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

   Contractor further agrees that it will require each subcontractor that performs work or provides services pursuant to the state contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract/amendment/extension or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

   Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

   Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES:

Edgar A. Lito FOR — 6.15.11

By: John P. Miles, Secretary — Date

Approved as to form and legality by the Department's Office of the General Counsel:

Barbara M Crosier — June 15, 2011

By: — Date:

AT&T MOBILITY NATIONAL ACCOUNTS LLC:

Marcellus Brooks — June 14, 2011

By: Marcellus Brooks — Date:

Marcellus Brooks – Senior Contract Manager

Print name & title:

CONTRACT NO.: MA4300
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC

AMENDMENT NO.: 10

THIS AMENDMENT to the Wireless Data Services Contract #MA4300 effective July 16, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and AT&T Mobility National Accounts LLC ("AT&T" and "Contractor").

WHEREAS, the Parties entered into the Contract #MA4300 to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to allow for a one (1) month contract extension.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

> The Parties agree that the Term of this Contract shall be extended for an additional one (1) month commencing upon December 16, 2011, and ending on January 15, 2012, unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES:

John P. Miles, Secretary — Date: 12/07/11

AT&T MOBILITY NATIONAL ACCOUNTS LLC:

By: Marcellus Brooks — Date: 12/09/11

Marcellus Brooks - Senior Contract Manager
Print name & title:

EXHIBIT 7 – DISCOUNTS

EXHIBIT 7 - DISCOUNTS

State of Florida Sponsorship Program ("Sponsorship Program")

During the term of the Mobile Communications Services Contract (ITN No.: DMS-10/11-008)("Contract"), and so long as Service Provider is a party thereto, current employees of Government entities within the State of Florida, including all State Agencies, Towns and Cities, Courts, Counties, Public Safety Institutions, Public Schools and Public Institutions of Higher Education ("Employees") may participate in the Sponsorship Program; provided that Service Provider will only make the Sponsorship Program available to Employees after the MCS Implementation Checklist, (as described in Attachment 10 to **Exhibit 2**) has been completed. All such Employees participating in the Sponsorship Program will be Individual Responsibility Users (IRUs, as more fully defined below) under this Contract. The Department acknowledges and agrees that Employees must be validated in order to participate in the Sponsorship Program, and that any Employees not so validated will not be IRUs under the Contract and will not receive corresponding program benefits. AT&T will validate the eligibility of the IRU.

Sponsorship Program Activation Processes and Procedures. Each IRU participating in the Sponsorship Program: (a) must enter into, and be individually responsible for complying with a two-year IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Service Provider from time to time, including without limitation paying any applicable enrollment fees. Service Provider will waive the start of Service charge (currently $36 and referred to as the activations fee) activating new Service through AT&T's Premier site in AT&T Markets on available Plans with a Monthly Service Charge of $39.99 and higher.

Sponsorship Program Features. Under the Sponsorship Program: (a) IRUs may choose from select Service Plans available within each Service Provider Market (provided they qualify for the chosen Plan); and (b) IRUs will receive a fifteen percent (15) Monthly Service Charge Service Discount. Under this Contract, the term "IRU" and "Individual Responsibility User" mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program. "Employees" means State's current, validated personnel receiving Federal W-2 or K-1 tax treatment. "IRU Service Agreement" means a separate two (2) year agreement between an IRU and Service Provider for Service, Equipment and related matters.

The plans included in **Exhibit 3** will not be available to IRU's for personal use and shall only be used by Corporate-Liable Active Units on this Agreement. IRU's are eligible only for the Sponsorship program and are not eligible for any other rate plans, discounts credits or promotions otherwise available under this contract. The Pricing Discount for IRU's shall not be subject to the 1.0% Transaction Fee paid to the Department or reporting requirements in Section 7.03. Service Provider shall report the aggregate number of users and total billings to such users to Department on a quarterly basis. Such reports shall constitute trade secrets of Service Provider, and shall not be made available for public disclosure, including but not limited to disclosure to any other service providers that have been awarded a contract pursuant to RFP No. DMS-10/11-008, except to the extent required by law.

Service Provider and the Department will develop and agree to a communications plan to present discounts and to sell to IRU Employees within 60 days of the Effective Date. Communications may include new hire materials, benefits enrollment materials, e-mail, payroll stuffers, newsletters, or Internet and intranet links, chair drops, or other mutually agreed to methods.

IRU Discount Table:

Category	% Discount
*** Equipment	50
** Service Plan Discount	15
*Accessories	25

***Service Provider Mobility Equipment.** Service Provider will provide IRUs with a fifty percent (50%) Equipment Discount on the National Contract Reference Price on available Equipment found on the Service Provider Mobility website, http://www.wireless.att.com/businesscenter/legal-contracts/cda.jsp, under "Equipment", as may be modified by Service Provider from time to time. Service Provider may restrict certain Equipment or devices from qualifying for the Equipment Discount. Service Provider will advise Customer when such restrictions apply. IRUs may take advantage of any lower Equipment pricing as may be published by Service Provider on the Premier Website from time to time provided, however, any lower or promotional pricing is not eligible for the Equipment Discount nor any other discounts or promotions otherwise available to Service Providers customers. Service Provider will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases and may not be combined with any other equipment offer.

Services Plan Discount. Service Provider will provide discounts to IRU's for Service Plans identified on the following web site, http://www.wireless.att.com/businesscenter/legal-contracts/cda.jsp, under "Plans", as may be modified by Service Provider from time to time. AT&T may restrict the availability of discounts under certain Service Plans.

***Accessories Discount.** Service Provider will provide IRU's with a twenty five-percent (25%) discount on available Accessories purchased by IRU through IRU's Premier website (the "Accessory Discount"). The discount off accessories is not available to IRU for orders placed through any other method. For purposes of this Agreement, the term "Accessories" means supplementary parts (e.g., batteries, chargers, cases and ear buds) for use with Equipment found on the Premier Website from time to time. Accessory selection is subject to availability limitations. The Accessory Discount will not apply to Accessories purchased for use with data-centric Equipment such as modems, replacement SIM cards and car kits or to Apple-branded Accessories, and the Accessory Discount may not be combined with any other promotional pricing or offer. Service Provider may restrict certain Accessories from qualifying for the Accessory Discount. Service Provider will advise Customer when such restrictions apply.

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
AT&T MOBILITY NATIONAL ACCOUNTS LLC

CONTRACT NO.: DMS-10/11-008A

AMENDMENT 10

THIS AMENDMENT ("Amendment"), to the Mobile Communication Services (MCS) Contract No. DMS-10/11-008A, effective January 11, 2012 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and AT&T Mobility National Accounts LLC ("Contractor"). Contractor and the Department are hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Contract provides for up to five (5) years of renewal and the current expiration date of the Contract is January 10, 2017; and

WHEREAS, the Contract has remaining renewals for up to five (5) years; and

WHEREAS, the Department wishes to exercise its option to renew the Contract for an additional five (5) years.

WHEREFORE, in consideration of the foregoing premises, the Parties hereto agree that the Contract shall be amended as follows:

1. **CONTRACT 2.01 – Initial Term**: The Parties agree that the Term of this Contract shall be renewed for an additional period of five (5) years commencing on January 11, 2017, and continuing through January 10, 2022, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract. The Parties agree that no additional renewal periods will remain after January 10, 2022.

Specific Appropriation:
The following is the specific state funds from which the State will make payment under the Contract:

General Appropriations Act (Florida Law)

2840 SPECIAL CATEGORIES

CENTREX AND SUNCOM PAYMENTS

FROM COMMUNICATIONS WORKING

CAPITAL TRUST FUND $108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.

SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES

Ben Wolf, Chief of Staff

2/9/16

Date

AT&T MOBILITY NATIONAL ACCOUNTS LLC

Signature

Linda J. Cottingham

Print Name & Title

01/21/16

Date

QWS3270X 3/23/2017 11:03 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/23/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 11:02 AM

FISCAL MO/YEAR : 06 2017 CURRENCY CODE :
INDEX CODE : AFIT531CSCS INFORMATION TECHNOLOGIES
SUBOBJECT : 04105 WIRELESS COMMUNICATIONS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	843,503.86	843,503.86
EXPENDITURES	.00	177,772.48	177,772.48
ENCUMBRANCES	.00	52,399.84	52,399.84
PRE-ENCUMBRANCES	1,111.77	18,682.67	18,682.67
REMAINING BALANCE	-1,111.77	594,648.87	594,648.87

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND