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

PARTICIPANT: STATE OF OKLAHOMA

This Participating Addendum (the "PA") is made this 10th day of September, 2012 (the "PA Effective Date"), between State of Oklahoma ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #S1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Contract").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates: All governmental entities within the State of Oklahoma, including all state agencies and local public bodies including the cities, courts, public schools and institutions of higher education are authorized to purchase products and services under the terms and conditions of this price agreement.

Under this PA, the State of Oklahoma bears no liability for the actions of counties, school districts, municipalities, and authorized non-profits and the privities of contract as to Purchase Orders issued by such Buyer exists solely between the Contractor and the applicable county, school board, municipality or authorized non-profit which is the Buyer under such Purchase Order.

Section 4. Purchase Orders. Participating Entity (ies) must issue purchase orders hereunder that reference both Master Agreement #S1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master

Agreement number and/or the Participating Addendum may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the Participating Addendum. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts.

Participant:

Name: Gary Rowland
Title: Procurement Specialist Technology & Telecommunications
Oklahoma Office of State Finance
Address: 3115 N Lincoln
Oklahoma City, OK 73105
Telephone: 405-521-4898
Fax Number: 405-521-4378
E-Mail: gary.rowland@osf.ok.gov

Lead State:

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

Contractor Account Team:

Name: Jan Powell
Title: Account Manager
Address: 405 N Broadway Ave #1029
Oklahoma City, OK 73102
Telephone: 405-319-6229
Fax Number: 405-291-1163
E-Mail: jan.powell@att.com

Contractor Main:

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

Name: Kim Tullis
Title: Account Manager
Address: 405 N Broadway Ave #1029
Oklahoma City, OK 73102
Telephone: 405-620-5240
Fax Number: 405-291-1163
E-Mail: kim.tullis@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of

ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

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

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

- **WSCA.** Contractor has included in the price offered a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.
- **State of Oklahoma** The Contractor has included in the price offered an Administration Fee of 1% of the Total Wireless Spend incurred by State Agencies and departments that are considered qualified entities as provided by the State, pursuant to the schedule of payments set forth in the schedule described here in the Participating Addendum. The Contractor shall submit quarterly reports to the Participant's Contract Administrator or designee 45days after the end of the quarter as described here in the calculation of the Administration Fee.

Quarter`	Period	Due Date
1	January - March	May 15
2	April – June	August 15
3	July – September	November 15
4	October – December	February 15

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

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §10 (including all sub-sections and Tables), Contractor will provide Participant and its eligible CRUs the following custom offers: (a) the custom AT&T Pooled Data Connect 5G Plan described in §10.1 herein (the "Custom Pooled Data Connect Plan"); (b) the recurring credits described in §10.2 herein (the "Recurring Credits");

(c) the Government Pooled Nation Plans described in §10.3 herein (the "Government Pooled Nation Plans"); and (d) the custom Business National Flat Rate Plan described in §10.4 herein (the "Custom Business National Flat Rate Plan"); the, AT&T Pooled Data Connect 5G Plan, the Recurring Credits and the Government Pooled Nation Plans and the Custom Business National Flat Rate Plan are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10 and the applicable Sales Information, this §10 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participant's account is active and in good standing with respect to the applicable CRU.

10.1 Custom Pooled Data Connect Plan. Contractor will provide Participating Entities and their qualified CRUs with the standard AT&T Pooled Data Connect 5G Plan (the "Standard Pooled Data Connect 5GB Plan") for a Monthly Service Charge of $37.99. Participant must have at least thirty (30) CRUs active on each Foundation Account Number ("FAN") to be eligible for this custom price. The Custom Pooled DataConnect Plan is NOT eligible for the Service Discount.

10.2 Recurring Credits. Recurring Credits are provided each month and are only available to the Customer's CRUs who (a) activate or migrate Service on the corresponding Plan; and (b) remain on Service under such Plan at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

Table 10.2
Recurring Credit

PLAN	MONTHLY RECURRING CREDIT	Net Price after Recurring Credit & WSCA Discount
Unlimited DataConnect plan with a MSC of $69.99	$19.33	$37.99
Business Pooled Nation Plans 300 with a MSC of $34.99	$5.09	$22.42

Table 10.2.1
Recurring Credit

PLAN	MONTHLY RECURRING CREDIT
Messaging Bundle 200 with a MSC of $5.00 when combined with a Voice Service Plan with an MSC of $24.99 or higher and maintained on the same device	$3.00
Messaging Bundle Unlimited with a MSC of $20.00 when combined with a Voice Service Plan and/or Data Service Plan with a combined MSC of $39.99 or higher and maintained on the same device.	$10.00

10.3 GOV Pooled Nation Plans. Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business Pooled Nation Sales Information applies to the GOV Pooled Nation Plans.

Table 10.3.1
GOV Pooled Nation Plans with Tethering

	GOV Pooled Nation Plan 300	GOV Pooled Nation Plan 400	GOV Pooled Nation Plan 600	GOV Pooled Nation Plan 1000
Monthly Service Charge	$57.75	$59.97	$70.43	$82.13
Anytime Minutes	300	400	600	1000
Voice Overage Rate	$0.25	$0.25	$0.25	$0.25
Included Nights & Weekend Minutes	5000	5000	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A
Included Domestic Data Access	4GB	4GB	4GB	4GB
Additional Domestic Data Usage	$10/GB	$10/GB	$10/GB	$10/GB
Unlimited Text	Yes	Yes	Yes	Yes

Table 10.3.2
GOV Pooled Nation Plans without Tethering

	GOV Pooled Nation Plan 300	GOV Pooled Nation Plan 400	GOV Pooled Nation Plan 600	GOV Pooled Nation Plan 1000
Monthly Service Charge	$48.75	$50.97	$61.43	$73.13
Anytime Minutes	300	400	600	1000
Voice Overage Rate	$0.25	$0.25	$0.25	$0.25
Included Nights & Weekend Minutes	5000	5000	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included
Monthly Service Charge Discount	N/A	N/A	N/A	N/A
Rollover Minutes	N/A	N/A	N/A	N/A
Included Domestic Data Access	UNLIM	UNLIM	UNLIM	UNLIM
Additional Domestic Data Usage	N/A	N/A	N/A	N/A
Unlimited Text	Yes	Yes	Yes	Yes

Table 10.3.3
GOV Pooled Nation Plans

	GOV Pooled Nation Plan 300	GOV Pooled Nation Plan 400	GOV Pooled Nation Plan 600	GOV Pooled Nation Plan 1000
Monthly Service Charge	$24.00	$29.61	$37.02	$49.77
Anytime Minutes	300	400	600	1000
Overage Rate	0.25	0.25	0.25	0.25
Included Nights & Weekend Minutes	5000	5000	UNLIM	UNLIM
Included Mobile to Mobile Minutes	UNLIM	UNLIM	UNLIM	UNLIM
Domestic Long Distance	Included	Included	Included	Included
Domestic Roaming	Included	Included	Included	Included

Only up to 4 GOV Pooled Nation Plans may be used on a Foundation Account Number (FAN)

10.4 Custom Business National Flat Rate Plan.

Table 10.4
Custom Business National Flat Rate Plan

Monthly Service Charge	$12.99
Home Airtime Rate	$0.10 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	1000
Night / Weekend Minutes	1000

Section 11. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 12. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS

1. **Limitation of Liability.**
To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

2. **Invoicing and Payment.**

a) Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
b) Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

3. **Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. If these exemptions shall change, state agencies shall be required to provide Contractor a valid tax exemption certificate at that time. Contractor shall not include these taxes in price quotes to State agencies.

4. Contractor certifies to the best of their knowledge and belief, that it:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or Oklahoma local department or agency;
b) Have not within a three-year period preceding this PA been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local government) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local government) with commission of any of the offenses enumerated in paragraph 3.6b of this certification; and
d) Have not within a three-year period preceding the Effective Date of this Addendum had one or more public (Federal, State or local government) contracts terminated for cause or default.

5. Non-Appropriation Clause

The terms of any contract and any Purchase Order issued for multiple years under the Addendum are contingent upon sufficient appropriations being made by the State of Oklahoma Legislature or other appropriate government entity. Notwithstanding any language to the contrary in a solicitation or Purchase Order, or any other contract document under the Addendum, the Buyer under the Purchase Order may terminate its obligations under the Purchase Order if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Purchase Orders ("Termination for Non-appropriation"). Following Termination for Non-appropriation, the procuring agency or Buyer will not be obligated for payments for any fiscal period after the effective date of termination. The procuring agency or Buyer will give Contractor written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. The Buyer's decisions as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. At Contractor's request, the procuring agency or Buyer will provide supplemental documentation regarding the non-appropriation of funds.

6. Governing Law

This Contract shall be governed and construed in accordance with the laws of the State of Oklahoma with respect to all purchases made by the State of Oklahoma hereunder, without regards to conflict of law provisions. The construction and effect of the State of Oklahoma's Participating Addendum or order against this Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of laws provisions. Venue for any claim, dispute or action related to the State of Oklahoma shall be in the State of Oklahoma.

7. Mutual Responsibilities

The Participant and Contractor agree that under this PA

a) Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
b) This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
c) Each party grants the other only the limited licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

8. Escorted Access

Where determined necessary by the Participant in its discretion, the Participant may require that Contractor's employees and subcontractors be escorted by State personnel while accessing the Participant's property; provided, however, that any such escorted access shall be provided at the Participant's sole cost and expense.

9. Unauthorized Obligations

At no time during the performance of this PA shall the Contractor have the authority to obligate the Participant or a Buyer for payment of any goods or services over and above the awarded or Purchase Order amount, as applicable. If the need arises for goods or services over and above the amount for the project, Contractor shall cease the project and contact the Buyer for approval prior to proceeding.

10. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d. and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

11. Failure to Enforce

Failure by the Participant at any time to enforce the provisions of the PA shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the PA or any part thereof or the right of the Participant to enforce any provisions at any time in accordance with its terms.

12. Offshore Services

Use of State Information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of State Finance (OSF) Representative.

13. Publicity

The award of this PA to Contractor is not in any way an endorsement of Contractor or Contractor's services by the Participant and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Participant all advertising, sales promotion, and other publicity matters relating to this PA wherein the Participant's name is mentioned or language used from which the connection of the Participant's name therewith may, in the Participant's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the Participant. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices referencing this PA and the Participant by name without obtaining the prior written approval of the Participant.

14. Administrative Fee.

The State Admin Fee will be issued to the Participant in the form of a check sent to the following address:

Office of State Finance
Finance Unit
3812 N. Santa Fe
Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

15. Contract Usage Reporting Requirements

The Participating State requires quarterly reporting of acquisitions made against the PA.

a) Contract Usage Reporting
Contractor shall provide a quarterly usage report ("Usage Report") to the Participant, indicating the dollar amounts sold to each state agency purchasing under this PA, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions.

b) Reporting Requirements
- Usage Report shall be submitted quarterly regardless of quantity.
- Usage Report shall be delivered, by email to StatewideContractReports@osf.ok.gov within 45 calendar days upon completion of the previous quarterly reporting period cited below.
- Usage Report quarterly reporting periods shall be:

January 1 through March 31
April 1 through June 30
July 1 through September 30
October 1 through December 31

Failure to provide Usage Report may result in cancellation or suspension of the PA m pursuant to Section 21 of the Master Service Agreement. It is the Contractor's responsibility to notify the contracting officer of any delay in providing this Usage Report as defined.**19 Web Site Requirements**

16. Premier Enterprise Portal

The Premier Enterprise Portal® is a suite of online tools that you can access 24x7 to manage your wireless service from AT&T.

Premier Enterprise Portal's easy-to-use tools include

Premier Online Store—a site where users purchase company-approved wireless devices, plans, accessories, and features
Premier Online Care—a site where administrators manage wireless accounts and define the wireless content and preferences their employees will see when shopping in their online store
Premier Business Center—a site where users learn about wireless services, solutions, plans, and devices

AT&T Premier Wireless Management Center helps increase productivity, enable controls and manage wireless costs.

Premier Individual Portal provides the following reports:

Cost Center Detail—a summary report that provides a dashboard of the mobile services used at the organizational level for a given period. Includes details on current voice charges, current data charges and a charge and usage summary. Helps you understand the current usage of data (KB) and time (Minutes of Use"MOU") at the organizational level. Allows you to drill down to a service name level.
Usage Detail—an operational report that allows you to view cost details for all voice calls. Enables you to monitor cost and set usage policy.
Year-to-Date Summary—a report for both companywide and service levels that summarizes year-to-date wireless usage and enables you to monitor cumulative usage.
Invoice Remittance—a report that provides account-level invoices for records.
Invoice Details—a report that provides usage detail at the individual or service level to help Participant to stay up-to-date on wireless charges at a detailed level.

17. Type of Contract

As stated above, this PA shall be a mandatory statewide contract, which means all State agencies should use the PA for the services specified herein, unless the ordering agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process' to establish contract(s) for the same or similar services for any agency's specific project.

18. Contractor Services

The Participant shall not guarantee any minimum or maximum amount of the Contractor services that may be required under this PA

19. Ordering

Any services to be furnished under this PA shall be ordered by the issuance of written purchase orders by the State agencies and authorized Buyers. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this PA. Any purchase order dated prior to expiration of this PA shall be performed, however, the term of the purchase order shall not exceed the term of the Master Service Agreement or this PA. In the event of conflict between a purchase order and this PA, the PA shall have precedence.

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

STATE OF OKLAHOMA

By: _____, duly authorized

Name: Alex Z. Pettit

Title: Chief Information Officer

Date: 9-10-12

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: _____, duly authorized

Name: Linda Cottingham

Title: Contract Manager

Date: 9/10/12