

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA# B-19

Urgent _____ Routine X

AGENDA DATE August 19, 2003

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES _____ NO _____

SUBJECT: APPROVAL OF THE REVISED STANISLAUS COUNTY TELECOMMUNICATIONS
POLICY AND APPROVAL OF NEGOTIATED CONTRACTS WITH MOBILE PHONE
VENDORS

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE REVISED TELECOMMUNICATIONS POLICY
2. AUTHORIZE THE INTERIM CHIEF EXECUTIVE OFFICER TO SIGN THE
NEGOTIATED CONTRACTS WITH THE MOBILE PHONE VENDORS

FISCAL
IMPACT:

The revised Telecommunications Policy will reduce telecommunications costs and improve access. The appropriate use of mobile phones allows for staff efficiency and improves customer service. As a result, labor cost can be better managed along with productivity.

(Continued – Page 2)

BOARD ACTION AS FOLLOWS:

No. 2003-799

On motion of Supervisor Grover, Seconded by Supervisor Mayfield

and approved by the following vote,

Ayes: Supervisors: Paul, Mayfield, Grover, Caruso, and Chairman Simon

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

FISCAL
IMPACT
CON'T:

County is paying \$4.5 million a year to provide telecommunications to 4500 staff. This is \$1,000 per year per employee. By having just one phone per employee, standard rate plans averaging \$50 per month and reducing central costs, it is expected that the County's total telecommunications costs will be reduced to approximately \$3.0 million per year. This is a \$1.5 million annual saving, while increasing access and flexibility at the same time.

The new and revised contracts with the mobile phone vendors will implement new more cost effective plans and streamline the billing process. Departments will receive their bills directly and will have the information to improve the management of their telecommunications costs.

DISCUSSION:

A Request for Proposal (RFP) was initiated by the County in July 2002, which has involved extensive negotiations with all of the telecommunications vendors as well as an analysis of current mobile phone and desk phone use. The implementation of the results of the RFP has required a revision of the County's telecommunications policy.

The revised Telecommunications Policy developed by County departments with the CEO's office, addresses the management and accountability of mobile phone and desk phone use. Considerable attention has been paid to personal use, as it has been perceived that mobile phones offer greater opportunity for abuse. The input of other Counties was also sought.

The RFP process has also precipitated other changes. The most common activities of the central telecommunications team in Strategic Business Technology (SBT) were billing and "moves adds and changes" (MAC). Billing activities were involving as many as 4 staff and the MAC involve staff performing changing circuits every time an employee changes desks or offices. Clearly, this is not efficient and requires correction. The departmental staff will be closer to the users of the mobile phones and be able to discern when there is over billing by the vendor or the possibility of personal use limits being exceeded.

There have been a number of cost efficiency gains in this process. As a result of the RFP process, the improvement of the billing process and the reduction in surplus landlines it is anticipated telecommunication cost will be reduced. Part of the policy improves cost efficiency by the elimination of staff having two phones; both a desk phone and a mobile phone. The policy provides direction about which phone to choose. All of the items boosting cost efficiency have been "piloted" in a number of smaller departments to determine real cost savings. One department saved 44% of their monthly telecommunications bill. Others were less than this.

One of the challenges in the RFP was to persuade the vendors to offer cost efficient fixed rate plans, to make billing simple and to make over use more obvious. All of the vendors now offer fixed rate plans, which will result in lower monthly costs for many staff.

The personal mobile phone marketplace is extremely competitive, but the new County plans include such things as free phones, some replacement phones every year and additional benefits such as discounts on accessories. Verizon offers the County discount of 19% off any personal plan advertised, which makes them very competitive.

The proposed Telecommunication Policy addresses personal use of mobile and desk phones. Apart from very limited personal calls, staff shall make their own arrangements for their private mobile phone use. Each employee receiving a County mobile phone shall sign an agreement to ensure the personal use policy is understood and accepted.

There are many changes occurring in the telecommunications industry. Coverage continues to improve, radio is becoming more available, (due to the patent held by Nextel expiring), and mobile data speeds are increasing. Teams working closely together will benefit from the increased competition in the use, lower pricing and coverage of the radio capability.

Mobile data offers the County staff access to computer systems without being at the office. This creates opportunities to improve business processes and to provide network backup in the event the main network was not available. This backup facility may be critical during an emergency.

No new funding will be required, as the contracts provide free mobile phones as part of the plan. The telecommunications operational costs will be reduced.

Board Priorities:

Two Board priorities will be positively impacted by this policy change.

- Deliver excellent community services will be improved by providing more access to staff who are not at their desks on a continual basis.
- Promote efficient government operations will be improved by reducing telecommunications costs by a considerable amount. The smaller departments, which have already tested this policy and the concept of one phone, have saved approximately 40% of their previous telecommunications costs. While this represents just a small number of County staff, the impact of significant savings on the current total telecommunications budget of \$4.5 million in annual costs should not be underestimated.

Measures Of Success:

The following measures will define the success of this policy:

- Reduction in the overall telecommunications costs, reflected in the monthly financial statements as being lower than current budget.
- Reduced mobile phone costs, as there are now unlimited use plans and fixed rates. This will also be reflected in the monthly financial statements.
- The elimination of the two phones will reduce the number of landlines (circuits) paid to the vendor, which will reduce costs.
- The County's Telecommunication coordinators will review the effectiveness of this Policy prior to next year's budget process to measure results.

POLICY
ISSUES:

The adoption of this Telecommunication Policy will promote efficiency in government operations and accountability.

STAFFING
IMPACT:

There will be two areas impacted, which are in the administration in each department and in the SBT telecommunications team. The SBT team will not replace the two staff who worked on the monthly billing and are about to retire.

There will be some additional work by departmental staff, as the billing will be sent directly to them from the vendors. However, due to the fixed rate plans, management of the billing should be straightforward and not require additional staff at this time.



Telecommunications Policy Updated August 19, 2003

Proposed Telecom Policy

It is the policy of Stanislaus County that phones (desk phones and mobile phones) will be used to provide services to the County's customers and for internal efficiency. This policy applies to all staff, including contract employees, volunteers and all those working in any capacity for the County. Departments shall issue and manage all phones cost effectively and efficiently, ensuring that inventories, landlines and billing are aligned with staffing changes and usage. Staff are expected to adhere to departmental and County policies regarding phone use and shall acknowledge an understanding of these policies on the appropriate form prior to the actual assignment of any phone.

Purpose

Phones may be assigned to designated staff to conduct County business and shall be utilized according to County policy. Phones are tools to increase effectiveness, efficiency and access for customers, reducing response time, as well as improving communications within the County. Contractors will only be assigned County phones as part of their contract, under the County telecom policy.

Types of Phones and Plans

It is County policy that each employee should have access to a phone, whether a desk phone or a mobile phone, unless there is a specific reason, approved by the Department Head, to have both. Before selecting a mobile plan, it will be essential to establish actual usage based on experience and estimated job requirements for the individual employee. It is recommended that the least expensive plan (lowest amount of minutes) closest to the identified usage be selected. Care should be exercised when choosing a plan, to ensure it is not too low, as the extra additional minutes are costly. Usage can be monitored through review of the monthly bill or the mobile phone itself to determine if a higher cost/higher usage plan is needed.

The following guidelines have been created to assist in determining what option is the most efficient for each employee. Clearly, the most cost effective device and plan shall be selected, to meet individual staff requirements to communicate with customers (both internal and external).

Desk phone: Cost effective when staff stays at their desk most of the time and has no need for a mobile phone due to their assignment. As contact with staff can only be made when they are at their desk, be aware of the business impact of not being able to reach them if they are away from their desk for long periods.

Mobile phone: Cost effective when staff is away from their desk working with clients, traveling, or their job function requires mobile access. If this option is



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selected, this should be their only phone. Various approved vendors offer options for either local coverage or for a wider roaming area. The Mobile Phone Requisition is designed to determine the most appropriate plan for the specific needs of the individual staff.

Guidelines for the Selection of Mobile Phone and Plans

The County has worked diligently to select vendors that will provide the high level of customer service required by the County on a cost-effective basis. As a result of these efforts the vendors on the "Vendor Selection Chart and Guidelines" have signed contracts with the County and now each department can select the plan most appropriate to their needs.

A number of the older plans currently in place are very cost effective and should be retained, unless the vendors increase the cost.

Before switching any plans, an assessment shall be made of any penalties or additional costs to determine if the switch is cost effective.

Personal Usage

The County owns the phone, the rates and the contracts, which results in staff being liable for improper personal usage.

County policy does provide for limited brief personal calls by staff to their homes to check on family members, notifying family of the need to work late and scheduling a doctor and dentist appointment. Use for family emergencies and security will be allowed, but if the emergency is ongoing, it is expected that staff make departmental leadership aware of the situation. Be aware that this also applies to incoming personal calls, regardless of billing. For staff that exceeds the brief personal calls outlined above, other arrangements must be made separate from the County.

For staff who expect to exceed this limited personal use, other arrangements must be made separate from the County. This personal usage policy applies to desk phones as well as mobile phones.

Phone plans must be selected based only on the County's needs. If the minutes on the plan are exceeded and there is unreasonable personal use identified, the employee assigned to the phone will be held responsible to reimburse the County for personal calls and the employee may be subject to disciplinary action.

If staff decide they want to have a second line on their County phone for personal use, billing on this line must be directed to their residence. Staff must ensure they do not accidentally use the County line for personal calls (and vice versa).



Telecommunications Policy

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If the needs of the County require the unlimited minutes plan and if the staff member is required to be accessible after hours, staff may use the phone after hours for County business and for the limited personal use as defined in this policy. It will be important to ensure the County minutes plan is not exceeded.

Inappropriate use of County phones constitutes grounds for discipline under Stanislaus County Code Section 3.28.010. Inappropriate use includes unauthorized, non-business use of phones and misuse of County paid time in the conduct of such calls. It also includes unauthorized long-distance personal calls and/or loss of staff productivity because of ongoing, repeated incoming and outgoing personal telephone calls.

Department heads have the authority and the responsibility to identify inappropriate personal use of County phones in accordance with this policy and to take appropriate action if a violation occurs. This policy applies equally to County desk phones, mobile phones, two way radios and pagers and must be applied in a consistent manner. Staff should be free to use County phones for County business any time.

Use on Vacation or on Other Extended Leaves

Unless specifically approved (on the Mobile Phone Requisition), staff shall not use the County mobile phone line while on vacation. The only use for carrying a County mobile phone while on vacation will be for the specific purpose of County business, or if staff have the separate personal line. Employees are generally expected to keep their phone at work when absent from the job for extended periods of time.

Mobile Phone Etiquette

Mobile phones should be turned off or set to vibrate mode during meetings, with rare exception. As it is not considerate of meeting attendees to take a call during a meeting, and it is inefficient business practice. All interruptions should be kept to a minimum whenever possible. Unless staff duties require access at all times, phones should be answered during normal business hours, the exception being during breaks and lunches. Voice messages should be checked immediately upon return from a break, lunch or meeting.

The mobile phone ring should be set at an appropriate level, to avoid disturbing co-workers.

Use in a Vehicle

If you are on County business and driving a vehicle, mobile phone usage must be limited and must not compromise your driving ability and safety, (including the safety of those around you). It is expected that staff will pull over and stop the vehicle if the phone call will compromise safety. All staff must comply with State law.



Telecommunications Policy

Updated August 19, 2003

Use of Mobile Phones while Traveling on County Business

Refer to the Travel policy.

Replacement Policy

A County issued phone is considered to be County property and as such shall be treated with great care. It is understood that events may occur in which a phone becomes damaged. It is County policy that in the event that a County phone is damaged and must be replaced the individual may be held responsible for replacement cost if determined to be caused by negligent care or improper handling by staff. This will be a department head decision.

Some replacement costs have been built into the contracts and will be taken into consideration when applying the above policy.

Type of Phone

A number of standard models of mobile phones will be made available as part of the contracts and at no cost to the County, for use by County staff. Business requirements may dictate additional options or phone specifications, to be approved by the department head. County sourced phones remain the property of the County.

Business Cards

It is recommended that all business cards list a phone number where calls can be routed for reception, but allow for an individual's mobile number if desired.

Forwarding Calls

Reception staff receiving calls will, as always, need to use judgement when deciding what steps to take when a call is received. The following general process is suggested for both desk and mobile phones, at the staff member's discretion, unless it is an emergency:

1. Notify caller prior to transferring that he or she may reach a voicemail
2. Transfer call if caller doesn't mind leaving a voicemail if recipient isn't available
3. If caller would prefer to leave a message with reception, e-mail message to recipient



Telecommunications Policy Updated August 19, 2003

Management Responsibilities

Each department will identify a telecommunications coordinator, responsible to the department head, to act as liaison with the vendors as well as to ensure billing accuracy, that inventory is well managed and surplus lines are disconnected. This role may only require a few hours a month for a small department. Each department will inform staff who their telecommunication coordinator is.

Procedures

Phones will be issued to staff only after the Phone Requisition and Assignment form (attached) has been completed and senior management in each department has approved it. Upon receipt of the phone, staff will sign the Receipt of Phone and Acknowledgement form (attached), which includes the County usage policy. The approved requisition and signed acknowledgement forms are to be sent to the departmental telecommunications coordinator for filing and an additional copy of each completed form shall be filed in the employee's departmental County personnel file. This process applies to staff using a shared phone.

If a phone is lost or stolen, staff must notify their telecom coordinator and their supervisor immediately. A policy report should be completed.

When staff give their resignation or receive their termination notice, departmental Human Resources (HR) must notify the telecommunications coordinator at least one week beforehand (if possible) to ensure that the phone and all associated accessories assigned to this staff member are returned to the County.

When staff move from one location to another within the department and require a desk phone change, then the Move, Add and Change form (attached) must be signed by departmental senior management and filed by the telecommunications coordinator before the change is made. When staff move to another department, the phone will be turned in and a new one issued as determined by the new department.

When staff goes on extended vacations or other leaves, their supervisor should remind them to leave their phone at work.

The disposal of mobile phones shall be consistent with the following process. If the County can not re-use this phone, then it will be declared surplus using the same process as other equipment and with the specific approval of the Board, the phone itself may be sent to a non-profit organization. In this case, the County will first cancel the monthly rate plan.



Telecommunications Policy

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Monthly Invoices

A department representative is responsible for reviewing monthly bills to ensure accuracy and ensure usage is consistent with the billed amount as well as County policy. Departments are responsible for paying the telecommunications bills of their staff. Any discrepancy or excess charges should be immediately taken up with the Telecom vendor representative. If there are staff personal calls which are inconsistent with County policy, Stanislaus County Code Section 3.28.010, (regarding discipline of classified employees) will come into effect. If vendor issues are not resolved, contact the Strategic Business Technology (SBT) help desk for further assistance if the department has a Service Level Agreement for telecommunications support. For contractual issues, contact the Chief Information Officer. There will be a meeting of the telecommunications coordinators, SBT telecommunications and the CIO when required to resolve any outstanding billing, contractual, coverage or other issues.

Auditing Process

There are a number of reasons which may initiate an audit of a phone account. They include verification that plans are not being exceeded, a suspicion of excessive personal calls, random checks by management and a review of the rate plans.

List of Land Lines

A list of active landlines should be maintained on an ongoing basis, with unused lines being immediately disconnected, to ensure accurate usage, cost efficiency and appropriate billing.

Inventory of Mobile Phones

Mobile phones and accessories should be tracked on an ongoing basis to ensure accurate usage and appropriate billing.

Attachments

Receipt of Mobile Phone and Acknowledgement
Phone Requisition and Assignment Form
Move, Add or Change Form



Telecommunications Policy
Updated August 19, 2003

RECEIPT OF PHONE AND ACKNOWLEDGEMENT

I, the undersigned, acknowledge that the phone being issued to me is for Official County business use only. Furthermore, my signature indicates that I have read and understood the County's policy on phone use.

Personal Phone Calls:

Abuse of the phone refers to non-business use of equipment as defined in the Telecom Policy (updated August 2003) and includes misuse of County paid staff time. It includes, for example, unauthorized long distance personal calls or loss of staff productivity of ongoing, repeated personal calls, even locally.

County policy does provide for limited brief personal calls by staff to their homes to check on family members, notifying family of the need to work late and scheduling a doctor and dentist appointment. Be aware that this also applies to incoming personal calls, regardless of billing. For staff that exceeds this limited use, other arrangements must be made separate from the County.

Department heads have the authority and responsibility to review inappropriate personal use of County phones and take appropriate action. County Human Resources staff are available for consultation. For any personal use beyond that defined above, staff must arrange their own phone, billed directly to their personal residence.

I accept full responsibility for the phone that will be issued to me and have read and understand the Stanislaus County Telecommunications Policy and agree to use the phone in accordance with the terms and conditions of the policy. I am liable for replacement costs if my negligence or improper handling damages the County phone. I understand I am personally liable for all unauthorized or improper charges that I may incur. If it is determined by my Department Head that I have used this phone for unauthorized or improper purposes, I shall reimburse the County within ten (10) days. If I have not reimbursed the County as requested, I understand and agree that the County shall offset all such unauthorized or improper charges through payroll deduction. Misuse or violation of the Telecommunications Policy may result in disciplinary action, including termination, and may also result in criminal prosecution.

NAME OF STAFF RECEIVING THE PHONE:

Signature of Staff Receiving Phone

Date



Telecommunications Policy
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PHONE REQUISITION AND ASSIGNMENT FORM

DATE: NAME OF EMPLOYEE:

DEPARTMENT: FUND & ORG. NO:

PROGRAM WHERE ASSIGNED:

USE OF PHONE (Mark all those which apply):

Circle one: Mobile Phone Desk Phone

- ☐ Monday to Friday
- ☐ 8am to 5pm
- ☐ Nights and/or Weekends
- ☐ On-call
- ☐ Use only within the County
- ☐ Occasional Long Distance in California
- ☐ Occasional Long Distance outside California
- ☐ Long distance Daily/Weekly in California
- ☐ Long Distance Daily/Weekly in USA
- ☐ Required on Vacation
- ☐ Special Business Requirements (for additional equipment)
- ☐ Shared with:

- ☐ Other

DATE ACTION TAKEN:

NEW PHONE #:

REQUESTED BY:
(Signature and Name of Manager)

DATE:

APPROVED BY:
(Signature and Name of Senior Manager)

DATE:

MOBILE PHONE RETURN

RECEIVED (SIGNATURE) & NAME:

DATE:

EMPLOYEE SIGNATURE & NAME:

DATE:



Telecommunications Policy
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MOVE, ADD OR CHANGE FORM (Desk Phone)

DATE:

NAME OF EMPLOYEE:

DEPARTMENT:

CURRENT FUND & ORG. NO:

CURRENT PROGRAM WHERE ASSIGNED:

REQUIREMENT:

- ☐ MOVE
- ☐ ADD
- ☐ CHANGE

NEW LOCATION:

NEW FUND & ORG. NO:

NEW PROGRAM WHERE ASSIGNED:

BUSINESS REQUIREMENT:

DATE ACTION TAKEN:

NEW PHONE #:
(If changed or new)

REQUESTED BY:
(Signature and Name of Manager)

DATE:

APPROVED BY:
(Signature and Name of Senior Manager)

DATE:

PARTICIPATING ADDENDUM
FOR: _____
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT 10-00115

1. Scope:

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Western States Contracting Alliance, Wireless Communication Services and Equipment Master Price Agreement, # 10-00115 (the "WSCA Master Agreement").

The following are authorized Purchasing Entities under this Participating Addendum: (Replace these instructions with a brief description of the jurisdiction of the governmental entity signing this addendum. For example, the jurisdiction of a state may include all state agencies, universities, public schools and political subdivisions of the state. The jurisdiction of a political subdivision such as a county generally includes all governmental entities within the county.)

2. Changes:

(Insert changes that clarify the operation of the WSCA Master Agreement or are otherwise mandated by the Participating Entity's applicable statutes and/or regulations. If no changes are agreed upon by the parties, include a statement that no changes are required.)

3. Lease Agreements: NONE

4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:

Name: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

5. Subcontractors: The following subcontractor(s) are authorized to perform services: NONE.

6. Price Agreement Number: All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: 10-00115

7. Purchase Orders: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Order of Precedence: The parties acknowledge and agree that:

(a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

(b) This §8 specifically supercedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set 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. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: _____	Contractor: AWS National Accounts, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:
WSCA PA August 2002.doc
SPANISLAUS COUNTY COUNSEL

BY 

PARTICIPATING ADDENDUM
FOR: _____
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT 10-00115

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2. **Changes:**

(Insert changes that clarify the operation of the WSCA Master Agreement or are otherwise mandated by the Participating Entity's applicable statutes and/or regulations. If no changes are agreed upon by the parties, include a statement that no changes are required.)

3. **Lease Agreements:** NONE

4. **Primary Contact:** Participating Entity's primary contact for this Participating Addendum is:

Name:
Address:
Telephone:
Fax:
E-mail:

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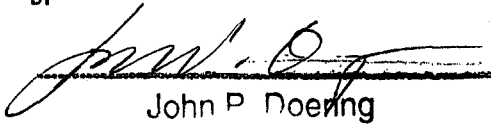
Participating Entity: _____ Contractor: AWS National Accounts, LLC
By: _____ By: _____

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY

A handwritten signature in black ink, appearing to read "John P. Doering", is written over a horizontal line.

John P. Doering
Assistant County Counsel

WESTERN STATES CONTRACTING ALLIANCE

A Brief History

The Western States Contracting Alliance (WSCA) is a buying consortium of 15 states. WSCA issued an RFP for Wireless Services on behalf of several States participating in a cooperative purchasing alliance. They have normalized many of the legal differences between states so that one purchasing contract (The Master Price Agreement) can be used in many states. WSCA's initial success has been in computer hardware. In 2000, WSCA processed almost \$1Billion in computer hardware sales to participating agencies through their alliance.

There are 15 primary states and 14 others that have buy agreements through WSCA. Each state that accepts the terms of the Master Agreement and wants the benefits of the WSCA negotiated pricing will sign a Participating Addendum.

For more information on WSCA, log on to www.state.nm.us/spd and click on the WSCA link.

The contract term is 5 years. AT&T Wireless was awarded in June 2001. It is 3 initial years with 2 option years. This is the period the contract is in effect. The individual subscription term is 1 year.

The Offer

Equipment Pricing and Discounts

AT&T Wireless will apply a \$50 discount against the current MAP price subject that the total adjusted price is not less than \$0.00. The equipment pricing structure offers the WSCA participants a 25% - 100% savings depending on the handset chosen. Accessories receive a 25% discount.

Manufacture/Model	MAP Price	WSCA Price
Ericsson R300LX	\$ 29.99	\$ 0.00
Siemens S46 GSM	\$ 99.99	\$ 49.99
Nokia 1260	\$ 49.99	\$ 0.00
Nokia 3360	\$ 79.99	\$ 29.99
Nokia 8265	\$149.99	\$ 99.99
Nokia 3590 GSM	\$ 49.99	\$ 0.00
Nokia 8390i GSM	\$ 99.99	\$ 49.99
Motorola V60i	\$199.99	\$149.99
Panasonic Allure	\$ 99.99	\$ 49.99
Panasonic Versio	\$ 49.99	\$ 0.00

Subscription Airtime Discounts

AWS is offering the WSCA participants more value in our rate plans. This is accomplished by including the CDA 15% more minutes and an additional 200 anytime minutes above and beyond the normal minutes included in AT&T Wireless standard service offerings.

Under the WSCA contract AWS has included an additional 200 minutes on the Regional Advantage and Digital Advantage service plans with a Monthly Recurring Charge (MRC) of

\$39.99 and higher for the life of the contract. The Digital One Rate plans and Group Calling Plans do not receive the 200-minute bolt on. The combined additional minutes offer the WSCA participants anywhere from 25% - 65% more minutes over AT&T Wireless commercial rates.

For clarification purposes, WSCA customers have the ability to choose one of the special WSCA rate plans discussed above but will not have the ability to add a current voice promotion to those plans. If the WSCA customer decides that a current voice promotion is more advantageous, they may choose that promotion with the corresponding eligible rate plans in lieu of the WSCA bolt on.

Annual Volume of Qualified Charges	Service Discount on Voice Service (TDMA and GSM), and Wireless Data Service (CDPD)	Service Discount on Wireless Data Service Using the GPRS Network
\$200,000 – \$399,999	2%	2%
\$400,000 – \$699,999	3%	3%
\$700,000 – \$1,099,999	4%	4%
\$1,100,000 – \$1,599,999	5%	5%
\$1,600,000 – \$2,199,999	6%	6%
\$2,200,000 – \$2,899,999	7%	7%
\$2,900,000 – \$3,699,999	8%	8%
\$3,700,000 – \$4,699,999	9%	9%
\$4,700,000 – \$5,999,999	10%	10%
\$6,000,000 – \$7,999,999	11%	11%
\$8,000,000 – \$10,999,999	12%	12%
\$11,000,000 – \$14,999,999	13%	13%
\$15,000,000 – \$17,999,999	14%	14%
\$18,000,000+	15%	15%

The Service Discount will be applied from the day Service is activated or electronically associated with the corresponding Participating Entity's WSCA Foundation Account Number. Service and Equipment Discounts may take two billing cycles to be reflected.

Neither the acceptance by AWS of any payment, partial payment or any other performance by any Participating State and/or Purchasing Entity, nor any act or failure of AWS to act or to exercise any rights, remedies or options in any one or more instances will be deemed a waiver of any such right, remedy or option or of any breach or default by such Participating State and/or Purchasing Entity then existing or thereafter arising. No claimed waiver by AWS of any rights, remedies or options will be binding unless the same is in a writing signed by AWS.

WSCA Discount is currently at 15% and is reviewed twice a year.

The subscription fees AT&T Wireless discounts are as follows:

Monthly recurring charge

One time activation charge sometime referred to as Start of Service

Home airtime minutes

Roaming minutes when AT&T Wireless has re-rated those minutes into the home-calling plan

Charges for features such as Detail Billing, Short Message Service, Voice Mail and Convenience Features.

AT&T WIRELESS SERVICES CORPORATE DIGITAL ADVANTAGE AGREEMENT

Stanislaus, County of			209-525-5800
Customer Legal Name ("Customer")	D/B/A	Main Telephone Number	
1021 "I" Street, 3 rd Floor	Modesto	CA	95354
Street Address	City	State	ZIP Code
Agnes Amerine	209-525-5800		
Primary Contact	Primary Contact Telephone Number		
Check one: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company/Partnership			
State of Formation: CALIFORNIA			

Term: The Agreement is for an initial term beginning on _____, 2001 (the "Effective Date") and continuing for a period of: ☒ Two (2) years ☐ Three (3) years ☐ Four (4) years ☐ Five (5) years

At the end of this initial term, the Agreement will automatically renew for successive one (1) year terms unless either party gives the other party notice of its intent not to renew at least ninety (90) days prior to the end of the then current term. Any year of the term, including any renewal year, is referred to as a "Term Year."

Agreement: This AT&T Wireless Services Corporate Digital Advantage Agreement between Customer, on behalf of itself and as agent for its Affiliates, and AWS National Accounts, LLC ("AWS"), on behalf of itself and as agent for companies who operate commercial mobile radio telecommunications systems in the geographic areas covered by the Agreement ("Carriers"), consists of this Cover Page, the attached AT&T Corporate Digital Advantage Program Description (the "Program Description"), the General Terms and Conditions in effect on the date set forth above and found at <http://www.attws.com/cda> (the "General Terms and Conditions"), and the following additional attachments (collectively, the "Agreement"):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Affiliate Markets Attachment | <input type="checkbox"/> Unaffiliated Carriers Attachment |
| <input checked="" type="checkbox"/> AT&T Extranet Advantage Attachment
(Subject to eligibility requirement) | <input type="checkbox"/> WorldView Attachment |
| <input type="checkbox"/> Wireless Connectivity Option Attachment | <input checked="" type="checkbox"/> AT&T Wireless Information Navigator®
Advantage Attachment |

Customer's MAC (as defined in §3 of the Program Description): **\$ 400,000**

Customer's Equipment Discount Percentage: **25 %**


By signing below, Customer and AWS agree to be bound by the terms and conditions of the Agreement.

Stanislaus, County of, on behalf of itself and its Affiliates:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY


John P. Doering
Assistant County Counsel

AWS National Accounts, LLC, on behalf of itself and its Affiliates:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

AT&T WIRELESS SERVICES CORPORATE DIGITAL ADVANTAGE AGREEMENT PROGRAM DESCRIPTION

1. **Service.** AWS, through Carriers, will provide commercial mobile radio services more particularly described in the Agreement ("Service") to Customer, its Affiliates and their respective W-2 employees who either (a) receive Service under Customer's account ("Corporate Responsibility Users") or (b) receive Service under individual accounts in accordance with the Employee Sponsorship Program described herein ("Individual Responsibility Users"). Service includes wireless voice telecommunications services ("Voice Service") and cellular digital packet data services ("Wireless Data Service").

2. **AT&T Corporate Digital Advantage Program Eligibility Requirements.** Customer must at all times meet the following program eligibility requirements throughout the term of the Agreement in AWS Markets. For the purpose of determining Customer's continued eligibility, AWS may review Customer's activity under the Agreement at any time.

2.1 **Minimum Employee Requirement.** Customer must have a subscription level of at least fifty (50) separate Corporate Responsibility Users and/or Individual Responsibility Users. If AWS reasonably determines that Customer, together with its Affiliates, will not achieve this subscription level within ninety (90) days of the date of the Agreement or will not maintain this subscription level during the term of the Agreement, then Customer will be in default under §6.1 of the General Terms and Conditions; provided, however, that for purposes of breach of this section only, AWS' notice period will be sixty (60) days.

2.2 **Minimum Revenue Requirement.** Customer must use a volume of Service such that AWS will realize service revenue for Qualified Charges, as defined in §3.4.1 below ("Service Revenue") of at least \$45,000 per Term Year. If Customer fails to achieve this revenue requirement in any Term Year, Customer will pay to AWS the difference between this revenue requirement and the amount that Customer actually paid for Service usage in such Term Year.

3. **Service Discount.** Subject to Customer's continued program eligibility, AWS will provide Customer with a discount (the "Service Discount") based upon its minimum annual commitment of Service Revenue ("MAC") in accordance with the table set forth below. Customer's MAC is set forth on the Cover Page. The Service Discount will be applied to Customer's Qualified Charges. AWS may restrict certain rate plans or certain other discount programs from either contributing to Customer's MAC or qualifying for the Service Discount or both. AWS will advise Customer when such restrictions apply.

MAC	Service Discount	MAC	Service Discount	MAC	Service Discount
\$45,000	2%	\$1,100,000	7%	\$4,700,000	12%
\$100,000	3%	\$1,600,000	8%	\$6,000,000	13%
\$200,000	4%	\$2,200,000	9%	\$8,000,000	14%
\$400,000	5%	\$2,900,000	10%	\$11,000,000	15%
\$700,000	6%	\$3,700,000	11%		

3.1 **MAC Modification.** Customer may modify its MAC after each Term Year. Any such modification is subject to AWS' consent, which will not be unreasonably withheld, and the parties will memorialize the modification in a signed writing. Customer must notify AWS of its desire to modify the MAC within thirty (30) days after each Term Year; however, the authorized modification will become effective as of the first day of the then current Term Year. Customer understands and agrees that, in connection with any such MAC modification, AWS may (a) modify Customer's Service Discount and Equipment percentage discount; and/or (b) permit or restrict Customer's access to certain other program components. Customer's MAC modification will not affect Customer's Service Discount reconciliation obligation for the prior Term Year.

3.2 **Service Discount Reconciliation.** If Customer fails to achieve the MAC (as may be modified in accordance with §3.1 above), Customer will pay AWS the difference between the amount of the Service Discount received by Customer, Corporate Responsibility User and/or Individual Responsibility User, and the amount of the Service Discount for which Customer would have qualified considering Service Revenue actually received by AWS during that Term Year.

3.2.1 **Ramp Period.** The first ninety (90) days after the Effective Date constitutes a ramp period such that Customer will be deemed to have achieved its MAC for the first Term Year if AWS receives Service Revenue in an amount equal to seventy-five percent (75%) of the MAC on or before the first anniversary of the Effective Date. **The ramp period applies only for purposes of calculating the Service Discount Reconciliation and does not apply to or modify Customer's obligation under Section 2.2.**

3.3 **Business Downturn.** Notwithstanding anything to the contrary, in the event that no, or insufficient funds are appropriated, or in the event funds that once were appropriated are withdrawn by the governing body, either of which significantly

reduces the volume of Service required by Customer with the result that Customer will be unable to meet its volume commitments under the Agreement (notwithstanding Customer's best efforts to avoid such shortfall), AWS and Customer will cooperate in efforts to develop a mutually agreeable alternative proposal that will satisfy the concerns of both parties and comply with all applicable legal and regulatory requirements. If the parties reach mutual agreement on an alternative proposal, the parties will sign a contractual amendment or replacement agreement to implement any mutually agreeable alternative proposal, subject to all applicable legal and regulatory requirements. Customer acknowledges and agrees that this provision shall not apply to any Service volume reduction resulting from (i) a decision by Customer to transfer some or all of its wireless usage or projected growth to carriers other than the Carriers or (ii) a decision by Customer, other than a decision to engage in a corporate divestiture, that materially affects Customer's ability to fulfill the requirements of the Agreement. Customer will notify AWS in writing of any business downturn events or other conditions that it believes will necessitate the commencement of negotiations of the alternative proposal contemplated by this provision. This provision shall not constitute a waiver of any charges, including MAC Service Discount Reconciliation charges, incurred by the Customer prior to the time the parties mutually agree to amend or replace the Agreement

3.4 Limitation of Liability. AWS is not liable for any damages resulting from any failure by AWS or its billing vendors to properly calculate and apply the Service Discount. AWS and Customer will reconcile any miscalculation on the following month's invoice.

3.5 Certain Other Definitions.

3.5.1 "Qualified Charges" refers, both for the purposes of determining the MAC and for determining the amounts against which the Service Discount is applied, to the following undiscounted Voice Service charges and Wireless Data Service charges (**provided, however, that the Wireless Data Service charges must be invoiced together with the Voice Service charges in order to be deemed Qualified Charges**): (a) one-time charges for Service activation and conversion, (b) monthly wireless access charges, (c) home wireless airtime charges, (d) roaming airtime charges incurred by Numbers provisioned from AWS Markets while roaming in other AWS Markets, (e) charges for detail billing, (f) charges for tethering, and (g) charges for additional wireless service features such as voice mail, but excluding enhanced features such as directory assistance or fee-based information services where AWS or Carrier pays a fee to a third-party vendor for use of the feature.

3.5.2 "Non-Qualified Charges" refers to the following charges to which the Service Discount will not apply: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) all charges for Equipment, (d) roaming charges in areas other than AWS Markets, (e) all taxes, and (f) all other charges not described in §3.4.1 above, including without limitation recoveries for universal service assessments.

4. Equipment Pricing. With respect to Equipment found at <http://www.attws.com/cda>, AWS will provide Customer with the Equipment discount percentage set forth on the Cover Page.

5. AT&T Employee Sponsorship Program ("Sponsorship Program"). Customer's current W-2 employees may subscribe to Service in AWS Markets under the Sponsorship Program. Each Individual Responsibility User who subscribes to Service under the Sponsorship Program is individually responsible for complying with all of the terms and conditions of AWS' Service Agreement applicable to the rate plan chosen by the Individual Responsibility User.

5.1 Service Agreements. Each Individual Responsibility User must enter into a separate agreement with AWS for Service and Equipment ("Service Agreement").

5.2 Sponsorship Program Activation Processes and Procedures. In order to receive the Sponsorship Program features set forth below, Individual Responsibility Users must follow the activation procedures and processes established by AWS from time to time. In AWS Markets, such procedures and processes may require Sponsorship Program activations to occur through designated AWS sales channels and events.

5.3 Sponsorship Program Features. Subject to Customer's continued compliance with the Agreement: (a) Individual Responsibility Users may choose from any rate plan available to Customer within each AWS Market (provided they qualify for the chosen rate plan); (b) Individual Responsibility Users will receive the Equipment pricing set forth in §4 above; (c) Service Revenue incurred by Individual Responsibility Users will contribute to Customer's MAC (subject to §3 above); (d) Individual Responsibility Users will receive Service Discounts, which will be applied to their monthly invoices (subject to §3 above); and (e) Individual Responsibility Users and their usage contribute to Customer's AT&T Corporate Digital Advantage program eligibility requirements.

5.4 WIN Advantage Exclusion. Individual Responsibility Users' account information will not be included in WIN Advantage (as defined in §6 below).

5.5 Customer's Representation and Warranty. Customer represents and warrants that all Individual Responsibility Users are current W-2 employees of Customer or its Affiliates.

5.6 Marketing Assistance. Customer will participate with AWS in efforts to obtain eligible employees' subscription to the Sponsorship Program.

6. Billing Services. Subject to §7.3 below, Customer will receive certain billing analysis tools using AT&T Wireless Information Navigator® Advantage software, together with all updates and modifications thereto (collectively, "WIN Advantage").

7. Invoicing Options. With respect to Service, Customer will have the invoicing options set forth below. Under either invoicing option, Customer remains liable for all charges incurred under the Agreement, regardless of whether such charges were incurred by Customer, its Affiliates or their respective Corporate Responsibility Users.

7.1 Corporate Invoicing. Under corporate invoicing, AWS will provide an invoice each month through WIN Advantage consolidating all Corporate Responsibility Users' Voice Service and Wireless Data Service charges for the preceding monthly billing cycle. Customer will promptly notify AWS of any Numbers to be added or deleted from Customer's invoice.

7.2 Corporate Responsibility User Invoicing ("End User Invoicing"). Under End User Invoicing, AWS will provide an invoice each month to Customer's Corporate Responsibility Users setting forth such Corporate Responsibility Users' Voice Service and/or Wireless Data Service charges for the preceding monthly billing cycle.

7.3 Wireless Data Service Invoicing Limitations. Customer acknowledges and agrees that, to the extent Customer directs AWS to invoice Wireless Data Service charges separately from Voice Service charges, the Wireless Data Service charges will not appear on WIN Advantage and will not contribute to Customer's MAC or receive the Service Discount.

8. Termination Charge. For termination of the Agreement by AWS pursuant to §6.1 of the General Terms and Conditions, the "Termination Charge" will equal (a) \$3,750 times the number of months remaining in the term as of the termination date plus (b) with respect to each Corporate Responsibility User who was active on Service for less than twelve months, \$25 times the number of months less than twelve during which such Corporate Responsibility User was active on Service as of the termination date.

9. Customer's Representation and Warranty. Customer represents and warrants that any of its Affiliates receiving Service under the Agreement meet, and will continue to meet throughout the term of the Agreement, the definition of "Affiliate" set forth in §16 of the General Terms and Conditions.

10. Agreed Modifications to General Terms and Conditions. AWS and Customer agree to the following modifications to specific sections of the General Terms and Conditions.

10.1 Changes to Section 6.2. AWS and Customer agree that §6.2 is deleted and replaced with the following:

"6.2 Termination for Deletion of Service Area. If the deletion of any Service Area materially reduces the Service provided to Customer hereunder, Customer may terminate this Agreement without incurring the Termination Charge, by providing AWS thirty (30) days prior written notice of such termination within thirty (30) days of the effective date of the Service Area deletion; provided, however, that this §6.2 will not apply to the deletion of the Houston, Texas Affiliate Market."

11. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, the Cover Page, this Program Description, together with any attachments thereto, and the General Terms and Conditions) apply throughout all such documents.

**AT&T WIRELESS SERVICES CORPORATE DIGITAL ADVANTAGE AGREEMENT
AFFILIATE MARKETS ATTACHMENT**

- 1. Coordination with Affiliated Carriers.** AWS will coordinate the provision of Voice Service and Numbers from Carriers in Affiliate Markets subject to Customer's continued compliance with §2 of the Program Description and this Attachment. Wireless Data Service is not available to Customer in Affiliate Markets.
- 2. Documentation and Service Agreements.** In order to receive Numbers and Voice Service from Carriers in Affiliate Markets, Customer, Corporate Responsibility Users and/or Individual Responsibility Users may be required to enter into separate service agreements with each such Carrier. If there is any conflict between the terms of the Agreement and such Carrier's service agreement, then such Carrier's service agreements will control.
- 3. Pricing.** Carriers in Affiliate Markets set the pricing for both Voice Service and Equipment provided by them, and prices set forth in the Agreement will not apply to Voice Service or Equipment obtained from Carriers in Affiliate Markets.
- 4. Program Restrictions.** Subject to §3 of the Program Description, Customer's Corporate Responsibility Users and Individual Responsibility Users based in select Affiliate Markets found at <http://attws.com/cda>, together with their respective Voice Service usage in those Affiliate Markets, will count towards Customer's eligibility requirement under §2.1 of the Program Description, and will contribute to Customer's MAC or monthly volume of Qualified Charges, as applicable. Such usage will receive the Service Discount in those Affiliate Markets.
- 5. Ordering and Fulfillment.** Customer will comply with AWS' processes and procedures for ordering Voice Service and Equipment from Carriers in Affiliate Markets. AWS' national ordering and fulfillment process is not available for Service and Equipment ordered with respect to such Carriers.
- 6. Billing Services.** AWS will compile the billing analysis information from Carriers in Affiliate Markets subject to the participation and cooperation of such Carriers. Customer acknowledges and agrees that AWS is only a compiler of billing information and is not responsible for the accuracy or timing of billing information from Carriers in Affiliate Markets.
- 7. Corporate Invoicing.** If Customer chooses Corporate Invoicing under §7.1 of the Program Description, AWS will include, in Customer's invoice, bills for Voice Service usage from Carriers in Affiliate Markets, subject to the participation and cooperation of such Carriers. Customer authorizes AWS to receive bills for Voice Service usage directly from Carriers in Affiliate Markets and will direct such Carriers to send those bills to AWS. Customer requests and authorizes AWS to pay and/or settle all current charges set forth on such bills directly to or with the Carriers in Affiliate Markets. Customer acknowledges and agrees that AWS is only a consolidator of invoices and is not responsible for the accuracy or timing of Voice Service usage bills from Carriers in Affiliate Markets, and that AWS is not liable for any damages resulting from late invoicing or late payment if AWS does not receive such bills on time. Customer bears all responsibility for resolving local billing issues directly with Carriers in Affiliate Markets.
- 8. Definition of "Affiliate Markets."** "Affiliate Markets" means areas served by entities affiliated with AWS.
- 9. Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment, the Cover Page, the Program Description, together with any additional attachments thereto, and the General Terms and Conditions) apply throughout all such documents.

AT&T WIRELESS SERVICES CORPORATE DIGITAL ADVANTAGE AGREEMENT
AT&T WIRELESS INFORMATION NAVIGATOR® ADVANTAGE ATTACHMENT

1. Definitions. These following capitalized terms will have the meanings set forth below:

1.1 "Documentation" means the user manual(s) and other printed or on-line help materials accompanying each delivery of WIN Advantage.

1.2 "Foundation Account Number" means an account number assigned by AWS to Customer for billing purposes that include no fewer than 50 Corporate Responsibility Users.

1.3 "Product Support" means a service whereby AWS shall provide telephonic, technical product support on WIN Advantage for up to three (3) of Customer's registered individuals.

2. License.

2.1 Grant of License. AWS grants to Customer a non-exclusive, non-transferable license to use WIN Advantage pursuant to the terms and conditions of the Agreement (the "License").

2.2 Authorized Use. Customer may use WIN Advantage on up to ten (10) computer terminals for the sole purpose of using the Reports and Tools.

2.3 Restrictions. Customer will not (a) use WIN Advantage on a network; (b) modify, translate, disassemble, decompile, reverse engineer or in any other way derive any source code from WIN Advantage, nor will it merge WIN Advantage with another computer program; (c) use WIN Advantage in the operation of a service bureau; (d) sell, license, publish, display, distribute, or otherwise transfer WIN Advantage or any copy thereof, in whole or in part, to a third party; nor (e) export WIN Advantage outside of the United States, without AWS' prior, written consent.

2.4 Compact Discs and Copies. At no charge, Customer will receive one (1) WIN Advantage compact disc per month for each of its Foundation Account Numbers. Upon Customer's request, AWS will provide Customer additional

WIN Advantage compact discs for Customer's current or prior month's information for \$25 each. Customer, solely to enable it to use WIN Advantage, may make one archival copy of WIN Advantage as part of its usual software back-up procedures. Customer will have no other right to copy WIN Advantage. Any copies of WIN Advantage made by Customer are the exclusive property of AWS.

2.5 Ownership. Customer acknowledges and agrees that nothing in the Agreement conveys or provides Customer with an ownership interest in and to WIN Advantage, and Customer agrees to make no claim of ownership in and to WIN Advantage.

2.6 Modifications and Reverse Engineering. Customer acknowledges and agrees that only AWS will have the right to alter, modify, maintain, enhance or otherwise modify WIN Advantage.

3. Installation and Product Support.

3.1 Initial Installation and Training. Initial installation of WIN Advantage and up to four (4) hours of initial training on WIN Advantage will be provided by AWS to Customer at no charge.

3.2 Product Support. AWS will provide Product Support to Customer at no charge for three (3) months following completion of the initial installation. After this three-month period expires, AWS will provide Customer with Product Support based upon a per call fee. Customer will pay \$90 per hour for this Product Support, pro rated, with a ten (10) minute minimum charge for each such call placed by Customer. AWS reserves the right to change the fee for this time-based Product Support at any time.

4. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment, the Cover Page, the Program Description, together with any additional attachments thereto, and the General Terms and Conditions) apply throughout all such documents.

**AT&T WIRELESS SERVICES CORPORATE DIGITAL ADVANTAGE AGREEMENT
AT&T EXTRANET ADVANTAGE ATTACHMENT**

1. **AT&T Extranet Advantage.** AWS will provide Customer with access to AT&T Extranet Advantage ("Extranet") subject to the terms and conditions of the Agreement and this Attachment.
2. **Extranet Eligibility Requirement.** Customer must at all times have Service Revenue of at least \$200,000 per Term Year to be eligible to access Extranet.
3. **Hyperlink.** Customer will maintain a hyperlink to Extranet (the "Hyperlink"); provided that the Hyperlink will not result in any framing of Extranet. Customer will provide an actual representation of the Hyperlink (including, without limitation, any text, icons, graphics, and design) to AWS for its prior written approval.
4. **Access Restrictions.** Customer may only access the Extranet through the Hyperlink, and will not access any information other than Service information through Extranet. Customer may seek to restrict certain Service information for access by Customer's designated administrative employees only. Additional restrictions (including, without limitation, password requirements) may be applicable for access to such additionally restricted information, and Customer will ensure that only designated administrative employees will have access to such information. Customer will ensure that employees of Customer and its Affiliates will comply with the access restrictions set forth in this §4.
5. **Privacy.** Although the law generally prohibits the unauthorized interception of and/or access to electronic communication, privacy cannot be guaranteed. Customer agrees that AWS shall not be liable for any unauthorized interception of and/or access to Extranet.
6. **Modification.** AWS may, at any time, and in its sole discretion, modify, enhance, discontinue and/or add to Extranet and any and all aspects thereof.
7. **No Warranty.** AT&T EXTRANET ADVANTAGE AND ANY AND ALL ASPECTS THEREOF (INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE, TOOLS, GRAPHICS, DESIGNS, LOOK-AND-FEEL, FEATURES, FORM, FORMAT, INFORMATION, AND CONTENT) ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. AWS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Additional Limitation of Liability.** AWS will not be liable for any delays in providing information on Extranet or any failure of such web site. Notwithstanding anything to the contrary in §8 of the General Terms and Conditions, Customer's sole and exclusive remedy for any damages, losses, claims, costs and expenses arising out of or relating to Extranet will be the termination of Customer's access to Extranet.
9. **Trademarks.** Each party understands and acknowledges that the rights to use all service marks, trademarks, and trade names (collectively, "Marks") of the other party, now owned or hereafter acquired, are the property of the other party, and each party will not use any of the other party's Marks without the other party's specific prior written approval. Each party will comply with all rules and procedures (collectively, the "Rules") pertaining to the other party's Marks prescribed by the other party from time to time. Any use which any party will make of the other party's Marks will inure to the benefit of the other party. Each party acknowledges the validity of the other party's Marks, the other party's ownership thereof, and any and all United States and foreign registrations that have been or may be granted thereon to the other party. Each party will not, either during or after the term of the Agreement, do anything itself, or aid or assist any other party to do anything which would infringe, violate, damage, dilute, cause a loss of distinctiveness, harm, or contest the rights of the other party in and to the other party's Marks. Any unauthorized use by one party of the other party's Marks, or any use by one party not in compliance with the Agreement or the other party's Rules will constitute infringement of the other party's rights and a material breach of the Agreement. Each party acknowledges that it has no rights in or to the other party's Marks except as provided herein and will not acquire any rights in the other party's Marks as a result of any use of the other party's Marks. Each party will immediately discontinue use of the other party's Marks upon: (a) any expiration or termination of the Agreement; (b) any termination of Customer's access to Extranet; or (c) written request by the other party. Nothing in the Agreement gives Customer the right to use any Marks of any third party (including, without limitation, any Marks of Equipment manufacturers).
10. **Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment, the Cover Page, the Program Description, together with any additional attachments thereto, and the General Terms and Conditions) apply throughout all such documents.



8/06/03

John Emerson
County of Stanislaus
1010 10th St
6th Floor suite 6800
Modesto, CA 95354

Dear John,

Verizon Wireless is excited to work with the County of Stanislaus by providing wireless voice and data services. We have established an account for the County of Stanislaus, which will be governed by the terms and conditions of the State of California Participating Addendum to the Western States Contracting Alliance (WSCA) Master Agreement (contract #11-00115), executed earlier this year. In addition to the normal WSCA offerings, Verizon Wireless is also extending to the County the following three exclusive benefits:

1. "FREE" LG VX 10's or the VX 10's replacement for every County or individual liable customer; subject to applicable California sales tax on the unactivated retail price.
2. Discounted 1000 minutes Nights and Weekends for \$4.99 month. County sponsored lines only. Night hours are Monday - Friday 9:00pm - 6:00am; Weekend hours are from Friday 9:00pm - Monday 6:00am.
3. DUAL NAM capability for County or individual liable sponsored lines.

Thanks you for choosing Verizon Wireless. We look forward to growing with you and providing wireless solutions for your voice and data needs along the way.

Sincerely,

Mike Tallman
Major Account Manager

Brad Muncer
Business Sales Manager

Mike Flanagan
Director Business Sales

SERVICES AGREEMENT
BETWEEN
CRICKET COMMUNICATIONS, INC.
AND
STANISLAUS COUNTY
RFI No. 02-32/JMT

This Agreement (the "Agreement") is entered into as of July 31, 2003 (the "Effective Date") between Cricket Communications, Inc. ("Contractor"), a corporation organized and existing under the laws of the State of Delaware, and Stanislaus County ("Stanislaus"), a municipality existing under the laws of the State of California.

Contractor and Stanislaus, for the considerations hereinafter named, agree as follows:

1. SCOPE OF AGREEMENT.

Stanislaus hereby engages Contractor to provide the services described in Exhibit A (hereinafter the "Services"), the products described in Exhibit B (hereinafter the "Products"), under the terms and conditions of Exhibit C, within the coverage area described in Exhibit D (hereinafter the "Coverage Area"). all of the above Exhibits attached hereto and incorporated herein.

2. TERM OF AGREEMENT.

This Agreement shall become effective on the Effective Date and shall continue in effect for three (3) years.

3. PRICING AND PAYMENT.

Prices for the Services and Products and the payment schedule are listed in the Exhibits.

Contractor shall submit to Stanislaus, on a monthly basis, invoices requesting payment, and such invoices shall be paid by Stanislaus on or before the bill due date. Contractor shall send separate invoices by department directly to each department .

4. TAXES.

Stanislaus shall pay when due all applicable local, state and federal taxes and/or assessments, surcharges, fees, regulatory recovery fees and universal service fees in effect during the term of this Agreement.

5. CONFIDENTIALITY.

5.1. Use of Confidential Information Received. Contractor may from time to time communicate to Stanislaus, or Stanislaus may otherwise gain access to, certain confidential business and/or technical information with respect to Contractor's operations, business plans and/or intellectual property (the "Information"). Stanislaus shall treat all Information as confidential, whether or not so identified, and shall not disclose, or permit the disclosure of, any Information without the prior written consent of Contractor. Stanislaus shall limit the use and disclosure of the Information within its organization to the extent necessary to use the Services and shall inform all such discloses of the confidential nature of such Information and of Stanislaus's obligations under this Paragraph 5. The foregoing obligations of this Paragraph 5 shall not apply to any Information which has been or is through no fault of Stanislaus hereafter disclosed in publicly available sources of information.

5.2. Return of Information. In the event of any termination, expiration or upon request by Contractor, all copies of such Information shall be immediately returned to Contractor.

6. PROPRIETARY RIGHTS.

Stanislaus acknowledges and agrees that all Information shall remain the property of Contractor, and no license, express or implied, to use any of Contractor's intellectual property is granted under this Agreement.

7. INSURANCE.

Contractor shall maintain insurance coverage in an amount not less than \$2,000,000 aggregate for bodily injury or death, personal injury and property damage liability.

8. INDEMNIFICATION.

Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and disbursements, arising out of or resulting from any claim, action or other proceeding that is based upon the other party's breach of this Agreement, or any negligent act or omission or willful misconduct of the other party.

9. **NOTICE.**

All notices shall be in writing and sent by registered or certified mail, postage prepaid, or via facsimile with confirmation to the following addresses:

Notices to Contractor shall be addressed to:

Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, California 92121
Attn: Legal Dept.
Fax: 858-882-6080

Notices to Stanislaus shall be addressed to:

Stanislaus County
Chief Information Officer
CEO Office
1010 10th Street Suite 6800
Modesto, CA 95354

Attn: John Emerson
Fax: 209-567-4280

If a party changes its address during the terms hereof, it shall so advise the other party in writing and any notice thereafter required to be given shall be sent according to the new information.

10. **CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California, and any action to enforce or interpret the provisions of this Agreement or the rights and obligations of the parties arising hereunder shall be maintained only in the courts of San Diego County, California.

11. **ASSIGNMENT.**

Stanislaus shall not assign any of its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor may assign its rights, duties and obligations under this Agreement to any affiliates of Contractor in which Contractor or any of its affiliates has or will have any interest.

12. **WAIVER.**

13. **ENTIRE AGREEMENT.**

This Agreement, together with its Exhibits, constitutes the entire agreement between Contractor and Stanislaus with respect to the subject matter hereof and shall not be amended or modified without specific written agreement to that effect signed by both parties. No oral statement of any person whatsoever shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

14. **ARTICLE HEADINGS.**

The headings of the several Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

15. **SUCCESSORS AND ASSIGNS.**

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

16. **SEVERABILITY.**

If any provision, or any portion of any provision, contained in this Agreement is determined to be invalid under any applicable statute or rule of law, then it shall only to that extent be deemed omitted

17. **SURVIVABILITY.**

The terms and conditions of this Agreement that by their sense and context are intended to survive after performance hereunder shall survive the termination or expiration of this Agreement, including but not limited to Paragraphs 4, 5, and 6.

18. **ATTORNEY'S FEES.**

In the event either party brings any legal action or other proceeding to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

CONTRACTOR:

CRICKET COMMUNICATIONS, INC.

By: Chris Camarero

Name: Chris Camarero

Title: GM

Date: 7/31/03

STANISLAUS COUNTY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL

BY

EXHIBIT A

SERVICES

PLAN I: BASIC PLAN

\$32.99 fixed monthly rate - unlimited wireless communications throughout Stanislaus & Merced county market service area including the following Stanislaus communities: Salida, Riverbank, Oakdale, Patterson, Newman, Modesto, Ceres, Turlock, Waterford, Denair, Hughson, Keyes, Hickman, Crows landing and Vernalis. Merced county communities of interest: Hilmar, Delhi, Cressey, Winton, Livingston, Atwater, Merced, Stevenson and Gustine

This service plan does not include any features from the Features table below – they are in addition to the Basic Plan rate. Long distance and Directory assistance must be pre-paid.

Long Distance:

\$0.08 per minute for domestic long distance.

\$0.18 per minute to Canada and Mexico

Other:

One time-\$25.00 Activation Fee will be charged for each new service.

Directory assistance - \$0.99 per call.

Options:

Optional features can be ordered from the Features table below.

PLAN II: CRICKET TALK

\$39.99 fixed monthly rate - unlimited wireless communications throughout Stanislaus & Merced county market service area (as above). Also includes:

- **Free 500 minutes of domestic long distance per month** to U.S. Cities.
- **Three free features:** call waiting, caller ID and three-way calling.

Additional long distance:

- \$0.08 per minute for domestic long distance
- \$0.18 per minute to Canada and Mexico

Other:

One time- \$25.00 Activation Fee will be charged for each new service.

Directory assistance - \$0.99 per call. (This charge is applied against the Long Distance allowance).

Options:

Additional optional features can be ordered from the Features table below.

FEATURES:

Voice Mail-Options	Basic Voicemail option \$3.99 per month (10 messages w/ 7 day retention), Enhanced Voicemail option \$6.99 per month (25 messages w/10 retention)
Call Waiting	First feature is \$3.99 per month, second feature is \$3.00, Excludes Text Messaging
Caller ID	First feature is \$3.99 per month, second feature is \$3.00, Excludes Text Messaging
3-Way Calling	First feature is \$3.99 per month, second feature \$3.00, Excludes Text Messaging
Text Messaging	Text Messaging is \$4.99 per month, unlimited messages per month, 140 characters per message
Cricket Feature Value Packs	\$7.99 per month - Includes 3 features, Excludes Text Messaging \$9.99 per month - includes 4 features, Excludes Text Messaging

Call forwarding is not currently available

OTHER:

Additional Long distance: paid in advance

Invoice Fee: \$.55 cents per monthly invoice

Call Length

Peak, off-peak, and call length do not apply to the unlimited local calling service.

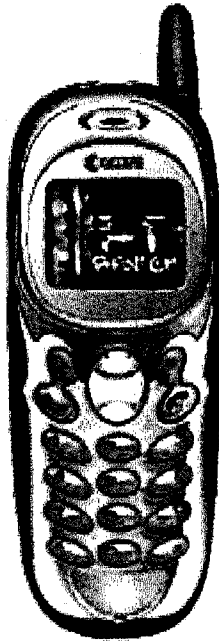
EXHIBIT B

Products

Kyocera Mobile Phones

Features

Phone Accessoires



Kyocera Phantom Series

Voice activated
dialing
Up to 25 ringer types
plus vibrating alert

Two-way text
messaging
capabilities

Brilliant blue backlit
display

And keypad

Changeable mask
accessories

Up to 3.5 hours talk
time

Weighs 3.52 ounces



Car Adapter



Headset

Picture
Not
available

Face Plate

Picture
Not
Available

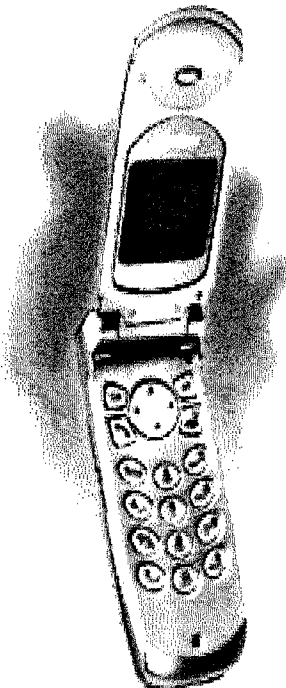
Leather Carrying Case



Li-Ion Batteries

Belt Clip (picture not
available)

*New customers only



Phone Feature

Voice activated
dialing

Up to 25 ringer
types plus
vibrating alert

Kyocera Opal Series

Two – way text
messaging

Built-in contact
directory stores
names addresses
and notes

Brilliant blue
backlit display
and keypad

Supports
multiple
language options

Up to 3.4 hours
talk time

Weighs
3.1 ounces

Phone
Accessories

Same as above

Pictures N/A

EXHIBIT B (continued)

Wireless Handset Equipment Pricing Per Unit		Retail Pricing	Stanislaus County Pricing
ITEM DESCRIPTION	WARRANTY		
Kyocera Phantom	1 Year	\$99.99	Less \$99.99 instant rebate + tax on Original price (\$0 + tax)
Kyocera Opal	1 Year	\$149.99	Less \$99.99 instant rebate + tax on Original price (\$50 + tax)

Wireless Equipment Accessories Pricing Per Unit		Retail Pricing
ITEM DESCRIPTION	WARRANTY	
Leather Carrying Case	1 Year	\$19.99
Extended Life Battery	1 Year	\$49.99
Car Adapter	1 Year	\$24.99
Belt Clip	1 Year	\$9.99
Headset	1 Year	\$19.99

- Standard return policy is thirty (30) days or thirty (30) minutes, whichever occurs first.
- All handsets have a one year original equipment manufacturer limited warranty against manufacturing defects.

Warranty replacement and exchanges may be done over the phone with 24-48 hours delivery. In addition, the Cricket Retail Store can also perform warranty replacement and exchange services.

Cricket Retail Store Location:

3430 Tully Road, Suite 46
Modesto, CA 95350

Handset Insurance / Replacement Plan

\$3.99 per month per handset includes:

- Loss
- Theft
- Damage

Co-Payment per claim:

- \$35.00 co-payment will be required for each claim
- maximum 2 claims per year, per phone number

Exclusions: Abuse, accidents and unauthorized alterations are not covered

EXHIBIT C

TERMS

- This agreement is valid for a period of three (3) years.
- All prices are exclusive of federal, state and local taxes and other applicable assessments, surcharges, fees, regulatory recovery fees and universal service fees.
- Contractor agrees to provide Stanislaus with Contractor's best pricing on all Service rate plans throughout the terms of the agreement for similar quantities of handsets, terms and conditions.
- Handset product prices are valid for this category of Products and Service throughout the length of the contract. Products and manufacturers may change from time to time.
- Monthly service charges are billed in advance and payment is due on or before the due date. Invoice will reflect due date.
- The wireless service is subject to Contractor's standard Terms and Conditions of Service.
- All billing dates must remain the same for all phone bills in each Stanislaus department.
- Hard copy of bills will be set up and sent monthly to each Stanislaus department . A combined CD bill for all departments will be sent monthly to:

Stanislaus County
Strategic Business Technology Dept.
801 11th Street, 4th Floor
Modesto, CA 95354

EXHIBIT C (continued)

Standard terms and conditions of Service:



1. Terms and Conditions of Service

1. (a) **This is An Important Agreement Regarding the Services We Provide to You.** These Terms and Conditions of Service constitute an **important** agreement ("Agreement") between you and Cricket Communications, Inc. ("Cricket"), which conducts business under the name Cricket Wireless, Inc. in Pennsylvania. **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.** This Agreement governs our relationship with you and with any other person that you allow to use, or that uses, your Cricket® phone or any of our wireless service(s) ("Service" or "Services"). It explains our respective legal rights concerning prohibited uses, billing and payment, dispute resolution, starting and ending service, fees, limitations of liability and other important topics. This Agreement also includes by this reference any terms and conditions applicable to the Service(s) that you select as described in any of our product brochure(s).

In addition, certain regulatory filings, called tariffs, and other laws, may also govern our provision of Services to you. If this Agreement conflicts with any applicable law or tariff, the law or tariff shall control. This Agreement replaces and supersedes all previous versions of the Terms and Conditions of Service. Because these Terms and Conditions of Service may change from time to time, please visit us at our official website (www.mycricket.com) or visit one of our retail stores for the most current version.

(b) IMPORTANT: WHEN YOU START SERVICE OR PLACE ANY CALL ON OUR WIRELESS SYSTEM, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IN ADDITION, EACH TIME YOU PAY FOR SERVICE FROM US, YOU CONFIRM YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DISAGREE WITH ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, YOU DO NOT HAVE TO ACCEPT THE AGREEMENT. IF YOU DO NOT WANT TO ACCEPT THIS AGREEMENT, DO NOT START SERVICE OR PLACE ANY CALLS ON OUR WIRELESS SYSTEM AND RETURN YOUR PHONE, UNUSED AND WITH THE ORIGINAL RECEIPT AND ALL PACKAGING AND ACCESSORIES, TO THE STORE WHERE PURCHASED WITHIN THE RETURN PERIOD SET BY THAT STORE.

2. (a) **Scope of Service.** Cricket reserves the right to manage our wireless systems and the use of our Services. As a result, we may deny a request for Service from any customer or potential customer for any lawful reason. In addition, we may block access to certain categories of numbers (for example, 976 and 900 numbers) or certain web sites if, in our discretion, we are experiencing billing, collection or fraud problems or other misuse or abuse of our wireless system.

(b) Services are generally available within the operating range of our wireless system in your service area. The Services we provide you depend on over-the-air radio transmissions. As a result, many factors can affect your ability to make and receive calls on your wireless phone and the quality of those calls. These factors include your location, the conditions of the atmosphere, the terrain, nearby buildings and other structures. **In addition, there may be times when you cannot make calls, you have difficulty making calls on our system, or your calls are interrupted.** This may occur in response to suspected fraud, abuse, misuse of the network, hacking or viruses, or because (1) the number of calls being made or received exceeds the capacity of a part of our system, (2) a portion of our system breaks or fails to operate as expected, (3) a problem occurs with service we purchase from someone else, (4) we are improving our system or performing maintenance work, (5) an accident occurs, or (6) events occur that are outside of our control. At such times, Service, including calls or attempted calls to emergency services like 911, may be interrupted or fail, and/or the quality of calls may be poor. In some severe cases, service to a geographic area may be eliminated altogether.

(c) Any statements by Cricket, its employees, representatives or agents about the coverage of our system are only intended to describe approximately Cricket's coverage in your service area. You should not interpret any such statement to mean that Service will be available without interruption in your service area.

(d) You agree to provide us with any information we reasonably request to help us manage the Service or to determine if you qualify for Service and are using the Service according to this Agreement.

3. **Privacy.** Our privacy policy describes our privacy practices. The policy, as amended from time to time, can be found at our official web site (www.mycricket.com). We encourage you to learn about our privacy practices and to regularly check the official web site for updates.

4. Rate Plan. (a) We determine what types of Service and rate plans ("Rate Plans") we offer to you. We may offer different Services and different Rate Plan(s) to different people and entities. Services offered under some Rate Plans may be more limited than those offered under other Rate Plans. Rate Plans may also vary by the local market in which Service is offered. The Services and Rate Plan you select determine the charges you have to pay for Services. The Rate Plan you select will be your Rate Plan until that Rate Plan is modified, you switch to a different Rate Plan (if we offer other Rate Plans to you) or your Service is terminated. You may be required to make deposits, or advance payments, pay certain fees, or agree to maintain service for a certain period of time before we will start Service for you. If we make more than one Rate Plan available to you, you may change to another Rate Plan by giving us reasonable advance notice, but you may be required to pay us a Rate Plan change fee or other fee(s) and agree to maintain service for a certain period in connection with changing Rate Plans. **ALTHOUGH YOUR RATE PLAN, FEATURE AND PROMOTION DESCRIPTIONS ARE IN SEPARATE DOCUMENTS, THEY ARE PART OF THIS AGREEMENT.**

(b) **Service Commitment for Cricket® Talk Rate Plan.** If you select the Cricket® Talk Rate Plan, you agree to maintain Cricket® service for at least twelve (12) months ("Service Commitment") for each line of service that you activate with the Cricket® Talk Rate Plan. The Service Commitment begins on the day that you activate your Cricket® Talk service. If you terminate your Cricket® service before the end of the Service Commitment, Cricket will suffer damages that will be difficult or impossible to determine. Therefore, (a) if you terminate your Cricket® service before the end of the Service Commitment for any reason other than a material change of terms, conditions or rates applicable to your Cricket® Talk Rate Plan as set forth below, or (b) if we terminate your service for nonpayment or other default before the end of the Service Commitment, you agree to pay Cricket, as liquidated damages and not as a penalty, an early termination charge of \$150 per line of service terminated on the account (the "Early Termination Fee") in addition to all other amounts owed on your account.

If you are a new Cricket® customer, no Early Termination Fee will be charged if you terminate Cricket® service within thirty (30) days of activating Cricket® service. However, depending on the number of minutes you have used on your Cricket® phone, you may not receive a refund of the purchase price of the phone. You may change from the Cricket® Talk Rate Plan to another Cricket® Rate Plan (if other Rate Plans are available and offered to you) during the Service Commitment, however, you may be required to pay a Rate Plan change fee and you will be required to maintain Cricket® service under the new Rate Plan for the remaining balance of your Service Commitment.

The Cricket® Talk Rate Plan may include a certain number of U.S. long distance minutes for free. Those minutes may be depleted at an accelerated rate if the phone is used to make long distance calls outside of the United States or directory assistance calls. Cricket may choose at any time to remove access to directory assistance or international long distance as part of the free U.S. long distance minutes available under the Cricket® Talk Rate Plan. If you use all of the long distance minutes available for free under the Rate Plan, Cricket may: (1) prevent you from making any additional long distance and/or directory assistance calls from your Cricket® phone unless you purchase additional long distance minutes from Cricket; or (2) permit you to make additional long distance and/or directory assistance calls, but charge you at the then prevailing rate for all such calls. Cricket may provide you with notice through SMS message or otherwise when your long distance minutes are nearly expired.

5. Changes to Agreement or Rate Plan. We may change this Agreement, your Rate Plan, and any applicable tariff at any time. Any changes to this Agreement are effective when we publish the revised terms and conditions or otherwise give you notice of such changes. Increases or decreases in State and Federal taxes, Universal Service Fees and other government assessments, fees and surcharges that we include on your bill are not considered a rate change by Cricket. **IF CRICKET INCREASES YOUR SERVICE RATES OR MATERIALLY ALTERS THE FEATURES OR SERVICES INCLUDED WITH YOUR RATE PLAN, YOU MAY TERMINATE SERVICE WITHIN THIRTY (30) DAYS OF THE DATE THAT WE SEND YOU NOTICE OF SUCH EVENT WITHOUT INCURRING AN EARLY TERMINATION FEE.** Otherwise, you agree to changes to this Agreement and your Rate Plan if you use our Service or make a payment to us after we notify you of the changes.

6. Safe Use. Always use your phone in a safe manner that does not create a risk to your safety or the safety of others around you. For example, **it can be dangerous for you to engage in stressful or emotional conversations on your wireless phone, or otherwise become distracted, while driving.** Be aware of and comply with the laws that apply to you when you are driving. Become familiar with your phone and its features. When possible, use a device that allows you to talk on your phone without holding it when you are driving. These devices are often called hands-free devices. If you need to make or answer a call while driving and are experiencing heavy traffic or bad weather conditions, park your vehicle in a safe area before making or answering the call. Do not take notes, look up phone numbers or engage in stressful or emotional phone conversations while driving.

7. Prohibited Uses. You must comply with all laws and regulations while using the Service. The Service may not be used (1) for telemarketing, commercial research, commercial data collection or transmission, sale or resale of Service (i.e., selling, bartering or trading to others the use of local, long distance Service or SMS messaging on your Cricket® phone) or the operation of any telephone-based business (for example, chat lines or fortune telling services); (2) for any fraudulent, illegal or abusive purpose, or in a manner that interferes or causes problems with the operation of Cricket's wireless system; or (3) continuously, with or without breaks, so as to create the functional equivalent of a telephone line dedicated to your use. Except for short messaging

services ("SMS") for text messages only and other Services expressly offered or approved by Cricket, the Service may only be used for voice communications and may not be used with automatic number dialers or to transmit or knowingly receive data not authorized by Cricket. You may not resell the Service or use the Service in any manner or for any purpose that contradicts the terms of this Agreement.

8. Charges. (a) You are responsible to pay all charges for Service, including the following: (1) recurring monthly access charges for each monthly billing period in which you had access to the Service for all or any portion of that billing period; (2) optional Service features selected by you and for which separate charges apply, including long distance and directory assistance (411) calls; (3) charges for adding multiple phones to the same account, if such charges apply; (4) any Service activation, reinstatement, reconnection, administrative, termination or other charges that may apply; (5) all third party charges that you have authorized; (6) all applicable taxes; and (7) regulatory charges, including regulatory charges imposed in connection with Cricket's provision of the Service(s).

(b) For Rate Plans that include per minute airtime access charges, like long distance, the length of your call will be rounded up to the nearest minute and applied against the services you have purchased. Charges for a completed long distance call from your wireless phone will begin when you press the SEND key and will end when either party ends the call.

(c) If you activate a new phone on your account to replace a phone previously on the account or if you activate an account with equipment not provided by Cricket or an authorized Cricket dealer, we may charge you a phone programming fee in connection with the activation of the new phone.

9. Account Activity, Credit Verification and Release of Information. (a) We may take any action permitted by law that we believe is necessary to verify your identity, age, account activity or credit, and we may take that action at any time. Our actions may include: (1) verification of your billing, account and other personal information, (2) review of your use of Services and of your account to confirm your compliance with this Agreement, or to help assess the Services we provide and the performance of our systems, and (3) ordering, receiving and reviewing credit reports about you from any credit agency. Upon request, we will provide you with the name and address of any agency that gives us a credit report about you.

(b) You authorize us to share credit information about you with credit reporting agencies, and to share information we gather about you as may be permitted by law, including providing such information to third parties retained by Cricket to collect amounts that you owe Cricket. We reserve the right to use information we gather about you and information provided by you for purposes of determining compliance with this Agreement, and we reserve the right to deny or limit the provision of Service on the basis of our findings or your credit history.

(c) Any person able to provide your name, the last four digits of your social security number, driver license number or other personal identifying information acceptable to Cricket and your Cricket® wireless phone number ("Number") is authorized by you to receive information about and make changes to your account, including adding new Service or disconnecting existing service. If you are receiving Service under a Rate Plan through your employer, you authorize us to share account information with your employer.

(d) In an effort to prevent fraud and identity theft, Cricket may contact you after you activate your Cricket® service to verify your identity and certain personal information. If you are unable to verify your identity or provide such information, you may be asked to go to a Cricket retail store within a specified period of time to provide information and to verify your identity. Your failure to do so may result in the interruption or termination of your Cricket® service which may subject you to charges and/or penalties.

10. Billing and Payment. (a) Monthly Service charges are generally billed in advance, and payment is due on or before the date due as stated in your bill. Your monthly service period can be found on your bill and is approximately 30 days long. Your monthly service period and other dates related to your account may change from time to time.

(b) You may authorize payment of your Cricket® bill by credit or debit card ("credit card"). If you authorize continuing payment by credit card, then you authorize us to charge all amounts you owe us to the credit card account. We will not have to give any additional notice to you or obtain additional consent from you before billing that credit card for Service each month. You agree that you'll pay the amounts we charge to your credit card under the terms of your agreement with the credit card issuer. You may also pay your Cricket® bill (1) by mailing a check or money order to us; (2) in person at any Cricket® authorized payment center; or (3) over the phone. You may have to pay an additional service charge if you make your payments in person or over the phone. We reserve the right to require that you pay your Cricket® bill with cash.

(c) If we have to take action beyond billing you in order to collect payment, you will be required to pay our reasonable costs and expenses of collection. Such costs and expenses may include attorneys' fees and expenses, the fees of any collection agency, and court costs.

(d) You must promptly notify us of any change in your billing address or the credit card you want to use for payment. If Cricket bills and collects amounts for any third party service provider, we will allocate payments we receive from you first to amounts due to Cricket. We will then allocate any remaining payment to amounts due to such third party service providers.

(e) **You have the right to dispute charges on your bill, but you must notify us of the dispute within 60 days after the billing date or you waive the dispute.** Even if you have a dispute with us, you have to pay all charges on time until the dispute is resolved.

(f) We may charge you additional fees up to the maximum amount permitted by law for (i) any check or other negotiable instrument returned unpaid by a financial institution for any reason, and (ii) any credit card or check payment made to your account that is disputed by the holder of the credit card or checking account as fraudulent or improper.

(g) We may elect to provide you with your bill information through internet access to Cricket's website, SMS messages to your Cricket phone or other methods as an alternative to a paper bill delivered in the mail. We may also offer you the option to discontinue receipt of a paper bill in the mail and may impose a fee for the delivery of a paper bill to you.

11. Long Distance, Directory Assistance and Other Optional Prepaid Services. (a) You must pay in advance for access to Cricket's long distance, directory assistance and other optional Services not included in your Rate Plan. You may purchase access to minutes of long distance, directory assistance Service and other optional Services we offer on a prepaid basis by dialing *PAY on your Cricket® phone and charging your purchase to your credit card. You may also purchase minutes of long distance use, directory assistance and other optional Services when you pay in person at a Cricket® payment center that is authorized to accept payments for these Services. You may purchase optional prepaid services from us in increments established by us from time to time up to any maximum we establish.

(b) Purchases of prepaid Services are non-refundable and may not be redeemed for cash or applied to your monthly service charge. **IF YOUR CRICKET® SERVICE IS SUSPENDED OR TERMINATED DURING ANY MONTHLY SERVICE PERIOD AS PERMITTED BY THIS AGREEMENT, YOU WILL NOT BE ENTITLED TO (1) ANY REFUND OF AMOUNTS PAID FOR SUCH SERVICE PERIOD OR (2) DISCOUNT OR PRO-RATA REDUCTION OF AMOUNTS OWED FOR SUCH SERVICE PERIOD.**

(c) If you purchase a Service that is available for a specific period (for example, a fixed number of long distance minutes per month) or that has an expiration or termination date, you will not be permitted to use that Service after the end of the specific period or after the applicable expiration or termination date.

(d) Long distance calls may be made only from your Cricket® service area to destinations in the United States, Mexico, Canada and other specific areas designated by Cricket from time to time.

(e) You may check the amount of Services that you have purchased and that remain available for your use by calling *PAY from your wireless phone. Your monthly Service invoice from Cricket will not include call records or other details concerning your use of long distance, directory assistance or other optional Services. Cricket may impose a fee for such records in instances where applicable law requires disclosure or permits Cricket to disclose in its discretion.

12. SMS - Text Messaging. (a) Cricket offers a short messaging Service ("text messaging" or "SMS") for an additional fee, which allows subscribers to send messages to some other subscribers, both on and off the Cricket network. The content of all messages sent or received through the SMS service ("Content") is the sole responsibility of the person sending the message. Since Cricket does not control the Content of messages sent to you by others, you may be exposed to messages that are offensive, indecent, or objectionable. You agree that you will not hold Cricket liable in any way for any message Content created or sent by others, including any messages that contain errors or omissions. You further consent to receiving advertising, alerts and other broadcast messages from us or our authorized agents.

(b) If you are a subscriber to Cricket's SMS Service, you agree that you will not transmit or knowingly accept any communication or data that would violate any laws, court order or regulation, or would be offensive to the recipient. You further agree that you will not use Cricket's SMS service to (1) transmit or accept any material that contains a software virus or any other computer program designed to interfere with any other computer software or hardware or telecommunications equipment or any data transmission not authorized by Cricket, (2) impersonate any other person, including but not limited to, a Cricket employee, or otherwise act in a manner that negatively affects other participants, (3) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted via SMS, (4) collect or store personal data about other users; or (5) spam, post or transmit any solicited or unsolicited advertising, promotional materials, or any other forms of solicitation. In addition, you agree to bear all risks associated with the use of SMS and any Content, including any risks relating to your reliance on the accuracy, completeness, timeliness or usefulness of such Content.

(c) You agree that Cricket may remove or block any Content that Cricket believes violates this Agreement or is otherwise objectionable.

(d) You agree that Cricket may terminate your Service, may preserve Content, and may disclose Content if required to do so by law or in the good faith belief that such termination, preservation or disclosure is reasonably necessary to (1) comply with legal process; (2) enforce this Agreement; (3) respond to claims that any Content violates the rights of third-parties; (4) protect the rights, property, or personal safety of Cricket, its employees, users and the public, or (5) further any other lawful purpose. You also agree that you will cooperate with Cricket in (i) investigating any complaints lodged by third parties for Content sent by you and (ii) ensuring compliance with this Agreement.

(e) The technical processing and transmission of the SMS Service, including your Content, may involve transmissions over various networks not operated or controlled by Cricket. Cricket may change the Content to meet the technical requirements of connecting networks or devices. Cricket cannot guarantee that your intended recipient is the only party that will receive the Content or that you will receive timely confirmations of the Content you send. In addition, Cricket cannot guarantee that messages you send or that are sent to you will be received in a timely manner, or that your messages will be received at all.

13. Ringtones, Graphics and Picture Messages. (a) Cricket may offer Ringtones, Graphics and/or Picture Messages for sale on its website. Ringtones are song clips or other sounds that can be downloaded from the website to a compatible Cricket® phone and serve as the call ringer. Graphics and Picture Messages are two dimensional graphic images that can be downloaded from the website to a compatible Cricket® phone and can be used on that phone, including the ability to insert the Picture Message as a picture in SMS messages sent from that phone. You are only allowed to store the Ringtone, Graphic or Picture Message on your Cricket® phone and are not allowed to forward, sublicense or disseminate any Ringtones, Graphics or Picture Messages in any other way or to any other phone or device, except for the transfer of Picture Messages as part of a permissible SMS text message. Any such transfer of a Ringtone, Graphic or Picture Message is a violation of these Terms and Conditions and may constitute a violation of other laws or regulations, such as U.S. Copyright laws.

(a) In order to download a Ringtone, Graphic or Picture Message, you must have a compatible Cricket® phone. Please consult the Cricket website and the user manual for your phone to determine if it is capable of downloading Ringtones, Graphics and/or Picture Messages. The ability to receive text messages does not necessarily indicate the ability to receive Ringtones, Graphic or Picture Messages.

(b) Ringtones, Graphics and Picture Messages use up memory on your Cricket® phone and each phone can only store a limited number of Ringtones, Graphics or Picture Messages. If you do not have sufficient memory available, you may not be able to download and/or save the Ringtone, Graphic or Picture Message that you order. Please consult the user manual for your phone to determine the amount of memory required to download Ringtones, Graphics or Picture Messages, how to delete material or otherwise free up memory on your phone and other information regarding the download, saving and use of Ringtones, Graphics and Picture Messages.

(c) Ringtones, Graphics and Picture Messages must be purchased at the time that you download them with a valid credit card or checking account number. The purchase will not appear on your Cricket® service bill. By clicking "Buy" on the purchase portion of the website, you agree to pay for the Ringtone, Graphic or Picture Message listed in the order confirmation. Those purchases are non-refundable. If you order a Ringtone, Graphic or Picture Message and your phone is not compatible or will not support the Ringtone, Graphic or Picture Message you will still be charged, but your phone will not be able to play the Ringtone or use the Graphic or Picture Message. Please make sure that you have a compatible phone before you confirm your purchase. If you purchase a Ringtone, Graphic or Picture Message and your phone's memory does not have available storage, you will be charged for the download. Please follow the instructions on the website to determine what steps to take if your download is not successful. It may take up to an hour for a download to complete.

14. Termination. (a) If you do not pay your bill on or before the date due as stated on your bill, we may immediately suspend or terminate your Service. Cricket is not required to provide you with any notification before terminating your Service. If we accept a late or partial payment, even if you mark the payment "paid in full," we do not waive our rights under this Agreement.

(b) We may also suspend or terminate your Service, without any liability to us and without prior notice, if you breach any portion of this Agreement or if we suspect in good faith that you are using the Service(s) for fraudulent purposes.

(c) If you promptly pay amounts that are overdue or cure any other breach of this Agreement, Cricket may reinstate or reconnect your service after you have paid any reinstatement, reconnection, maintenance or other fee we have established, but we are not obligated to reinstate or reconnect your Service.

(d) We may also terminate your service at our discretion after reasonable notice.

(e) You may terminate Service at any time by notifying a Cricket® customer service representative. Please note, however, that if you have a Service Commitment as described above, you will be subject to the \$150 Early Termination Fee if you terminate Cricket® service before the end of your 12 month commitment.

(f) IF THIS AGREEMENT TERMINATES FOR ANY REASON, YOU WILL NO LONGER BE ENTITLED TO ACCESS ANY OF OUR SERVICES AND YOU WILL NOT BE ENTITLED TO RECEIVE ANY REFUND OF ANY PAYMENTS YOU HAVE MADE TO US FOR MONTHLY SERVICE, FEES, FOR ANY OTHER PREPAID SERVICE, OR FOR ANY OTHER REASON.

15. Numbers. (a) You do not own the Number assigned by Cricket. We can change or reassign the Number by giving you notice.

(b) If your account is deactivated, we can reassign the Number without giving you any notice.

(c) You may not assign the Number to any wireless phone or other equipment except as approved by us or otherwise required by law. You may not assign the Number to any other party.

(d) Please note that your name and Number may be displayed on the phone of a person you call if that person uses caller identification. We provide no-cost methods to block and un-block the display of your name and Number. Your telephone number and location may also be transmitted to public safety officials if you dial 911 or other emergency service numbers.

15. Wireless Phones and Other Equipment. Your wireless phone is only compatible with Cricket® wireless service and may be used only on Cricket's network. The wireless phone and related equipment you use with Cricket® Service can only be used in your Cricket® service area.

16. DISCLAIMER OF WARRANTY. (a) Cricket does not manufacture wireless phones or related equipment or provide warranties with respect to those items. Your rights with respect to your wireless phone and other equipment you purchase, including your warranty rights and your rights to return defective products, are governed by any warranty offered by the manufacturer. **CRICKET MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICE(S), YOUR WIRELESS PHONE OR ANY RELATED EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Our disclaimer does not deprive you of any rights you may have against the manufacturer.

(b) Cricket will not be liable to you in connection with (1) the manufacturer's warranty, (2) any actions or omissions of the manufacturer, or (3) any malfunction or failure of the wireless phone or related equipment.

(c) Returns of Merchandise. Returns of merchandise are accepted only if returned within thirty (30) days after the date of purchase. The original sales receipt is required for a refund. Returned phones must have been used for less than thirty (30) minutes and must be in "like new" condition with the original box, packaging and all included accessories such as charger, battery, phone strap and instruction manual. Returned merchandise other than phones must be unopened and unused, with the original price tags still attached.

(d) The use of aftermarket accessories with your handset may void the handset warranty. Please refer to your handset owner's manual for specific warranty guidelines.

17. TTY. TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf, hard of hearing or who have speech or language disabilities to communicate by telephone. If you have questions concerning the use of your wireless phone with a TTY device, please contact us toll free at 1-800-CRICKET (1-800-274-2538).

18. Lost or Stolen Wireless Phones; Phone Replacement Plan. (a) If your wireless phone is lost or stolen, you must immediately notify us by calling toll free 1-800-CRICKET (1-800-274-2538). You may also need to notify the provider of your phone replacement plan if you selected that coverage.

(b) You are responsible for all charges for Service provided to your Number until you notify us of a loss or theft. We will promptly suspend Service to your Number once you notify us your phone has been lost or stolen. You are still responsible for monthly Service charges incurred on your account prior to the time that you inform us that your phone has been lost or stolen. We may require you to provide evidence of the loss or theft, such as a police report or a sworn affidavit, and to sign other documentation regarding the loss or theft that we deem necessary. In addition, we may require that you change your Number. If the wireless phone is later found, we may require that you exchange it for another one before we reactivate your Service(s).

(c) Cricket offers optional phone replacement plan coverage for an additional charge. **If you selected or are provided with coverage under the phone replacement plan, please note that it is provided and administered by a third party, not Cricket.** We only provide you with: (i) information about enrollment, coverage, premiums, deductibles and co-payments, and (ii)

a convenient way to pay for coverage through your Cricket® account. If you want additional information or a summary of the coverage, contact the provider at the number listed in your service package materials.

19. Limitations of Liability; Mutual Waivers and Indemnities.

(a) YOU AND WE ARE WAIVING IMPORTANT RIGHTS IN THIS SECTION TO THE FULLEST EXTENT ALLOWED BY LAW.

(b) YOU AGREE THAT OUR MAXIMUM LIABILITY TO YOU IS LIMITED TO A REFUND OR CREDIT OF CHARGES YOU OWED TO US FOR SERVICES FOR THE MONTHLY SERVICE PERIOD IN WHICH THE LIABILITY AROSE. WE AGREE YOUR MAXIMUM LIABILITY TO US IS LIMITED TO CHARGES YOU OWE US, ANY ACTUAL DAMAGES YOU INTENTIONALLY CAUSE TO OUR BUSINESS OR PROPERTY, AND ANY DAMAGES COLLECTED FROM US BY A THIRD PARTY ARISING OUT OF THE USE OF YOUR WIRELESS PHONE OR THE SERVICES.

(c) YOU AND WE AGREE TO WAIVE ALL RIGHTS TO RECOVER: (1) PUNITIVE DAMAGES; AND (2) CONSEQUENTIAL, INDIRECT, AND SPECIAL DAMAGES, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) YOU AND WE ALSO AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR EQUITABLE RELIEF (INCLUDING A REQUEST FOR AN INJUNCTION), OTHER THAN TO PROTECT ANY PATENTS, COPYRIGHTS, TRADEMARKS, OR TRADE SECRETS, OR TO PREVENT ABUSIVE, FRAUDULENT, OR ILLEGAL USE OF A WIRELESS PHONE, A TELEPHONE NUMBER OR OUR SYSTEM.

(e) YOU AGREE TO INDEMNIFY US, OUR EMPLOYEES AND AGENTS FOR ANY CLAIMS BY THIRD PARTIES AGAINST US ARISING OUT OF USE OF YOUR WIRELESS PHONE OR THE USE OF SERVICES WITH YOUR PHONE.

(f) EXCEPT FOR CREDITS FOR INTERRUPTED OR FAILED SERVICE WHICH ARE DESCRIBED IN THE FOLLOWING PARAGRAPH, WE SHALL NOT BE LIABLE TO YOU (1) FOR INTERRUPTION OR FAILURE OF SERVICE, INCLUDING ANY FAILURE TO COMPLETE CALLS, INCLUDING 911 CALLS, OR FOR DROPPED OR INTERRUPTED CALLS, (2) FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU OR BY ANY THIRD PARTY, WHETHER INTENTIONAL OR NOT, OR BY OTHER THINGS WE DO NOT CONTROL, OR BY AN ACT OF GOD OR NATURAL DISASTER.

(g) Cricket's maximum liability to you for any interruption or failure of Service is limited solely to Cricket providing you with a credit for any continuous Service interruption that lasts for more than 24 hours. The credit will equal 1/30 of your monthly service charge for the interrupted Service for each continuous 24-hour period that Service remains interrupted after the Service interruption begins. In calculating any credit owed to you, we will treat the interruption as starting when it is reported to or detected by Cricket, whichever occurs first. The total credits owed to you for interruptions during any monthly service period may never be greater than your monthly service charge for that period. Cricket will have no liability to you, and will not have to issue you a credit if: (1) your negligence or intentional misconduct caused the Service interruption; (2) the Service interruption resulted from a failure of equipment or service not provided by Cricket; or (3) Cricket acted upon a written or verbal request to suspend or terminate your Service.

(h) By using the Service(s), you agree that the remedies provided under this Agreement are exclusive, and you waive your right to any other remedies which may be available to you at law or in equity.

20. Notices. Any notice that Cricket mails to you will be treated as having been given to you five days after Cricket deposits the notice into the United States mail addressed to you at your last known address as shown in our billing records. It is important that you notify us of any address changes. Your failure to notify us of a change in your address may result in termination or interruption of your Service. We reserve the right to provide notice to you by telephone, SMS, voicemail, electronic mail service or any other method reasonably calculated to provide notice to you. Any such notice will be treated as having been given to you when sent to you electronically or left with you, on your phone, or on your answering/voicemail service. Your notice to us shall be deemed given when received by us.

21. Directory. We may decide to publish, or allow to be published, a directory of subscribers including name, address and phone number as permitted by law. By using the Service(s), you consent to being included in such a directory unless we offer an opportunity to be assigned or use an unlisted or unpublished Number, in which case we may charge you a fee.

22. General Provisions Regarding This Agreement. (a) If we waive any portion of this Agreement, the waiver will not be treated as a waiver by us of any other provision of this Agreement, or a waiver of our right to enforce the portion we have waived for any violation that occurs later.

(b) Section headings in this Agreement are for descriptive purposes only and will not be used in interpreting the legal effect of this Agreement.

(c) You may not transfer or assign all or any part of your rights and obligations under this Agreement, or your Service, without our prior written approval. The benefits conferred pursuant to this Agreement are intended solely for you and Cricket and there are not third party beneficiaries to this Agreement.

(d) Cricket may transfer or assign its rights and obligations under this Agreement in whole or in part without giving you notice or obtaining consent from you. Upon its transfer or assignment of this Agreement, Cricket shall be released from all liability with respect to this Agreement.

(e) This Agreement is not for the benefit of any third parties except our parent and subsidiary corporations and any person or entity to whom we transfer or assign this Agreement.

23. Choice of Law and Severability. (a) This Agreement shall be interpreted under (1) the laws of the state in which your Cricket® service area is located, other than its laws about choosing what state laws applies in interpreting a contract, (2) applicable federal laws, and (3) applicable tariffs. If your Cricket® service area is located in more than one state, the law of the state in which the majority of the service area is located shall be used for interpreting this Agreement.

(b) If any provision in this Agreement is declared to be invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

24. Dispute Resolution. (a) PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE AND PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH ARBITRATION. ARBITRATION IS DIFFERENT FROM COURT. THE RULES ARE DIFFERENT AND NO JUDGE OR JURY IS PRESENT AT AN ARBITRATION. THE AWARD IS FINAL AND BINDING AND SUBJECT ONLY TO VERY LIMITED REVIEW BY A COURT. IN ADDITION, YOU AND WE ARE WAIVING RIGHTS TO PARTICIPATE IN CLASS ACTIONS, INCLUDING WITHOUT LIMITATION CLASS ACTIONS BEGUN BY OTHERS PRIOR TO THIS AGREEMENT. EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, YOU ARE WAIVING ANY RIGHT TO PURSUE ANY SUCH CLAIM OR CONTROVERSY AGAINST US (OUR AFFILIATES, PREDECESSORS OR SUCCESSORS IN INTEREST) ON A CLASS BASIS. WE, IN TURN, WAIVE ANY RIGHT TO PURSUE ANY SUCH CLAIM OR CONTROVERSY AGAINST YOU ON A CLASS BASIS.

(b) This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against our parent company or any of our subsidiaries) arising out of or relating to this Agreement, our Privacy Policy, or your use of the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that you may take claims to small claims court if they qualify for hearing by such a court.

(c) You must first present any claim or dispute to us by contacting our Customer Service Department to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days. The arbitration of any dispute or claim shall be administered by the American Arbitration Association under its Wireless Industry Arbitration Rules that are in effect at the time of the arbitration. The AAA Rules and information about arbitration and fees are available upon request from the AAA and online at www.adr.org.

(d) Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award.

(e) Judgment on any arbitration award may be entered in any court having proper jurisdiction.

EXHIBIT D
COVERAGE AREA

- Downtown, 1010 10Th Street - Good Coverage
 - Possible carrier upgrade, pending traffic load (additional T1/carrier)
- MIS, 1021 I Street - Good Coverage
- Old City Hall, 801 H Street - Good Coverage
- Juvenile Hall, 2215 Blue Gum - Good Coverage
- BHRS, 800 Scenic Drive - Marginal Coverage
 - Will install COW to improve in-building coverage, based on a minimum of 150 subscribers in that facility.
- Animal Services, 2846 Finch Rd - Good Coverage
- SBHC, 1501 Claus Rd - Good Coverage
 - Building "E" will install a repeater to improve coverage, based on a minimum of 100 subscribers in that facility.
 - All other buildings have good coverage
- 251 Hackett - Marginal Coverage
 - Will install in building solution to provide coverage throughout facility, based on a minimum of 300 subscribers in that facility.
- Sheriff's - 250 Hackett - Marginal Coverage
 - Will install antenna on roof of 251 Hackett and point at Sheriff facility, based on a minimum of 50 subscribers in that facility.
- 153 Broadway, Turlock - Good Coverage
- 1920 Memorial Drive, Ceres - Good Coverage

- If Contractor installs telecommunications equipment on Stanislaus property, Stanislaus will not charge Contractor any rent during the term of this Agreement. If this Agreement is not renewed or extended, Contractor will be allowed adequate amount of time to enter into a lease with Stanislaus or to relocate Contractor's equipment.

EXHIBIT D (continued)

