

**PARTICIPATING ADDENDUM
State of Idaho Contract Number PADD1038**

**WESTERN STATES CONTRACTING ALLIANCE
World Communications Center, Inc.
Satellite Phone, Equipment, and Services
MASTER PRICE AGREEMENT
State of Utah Contract Number MA246**

OCT 25 2007

1. Scope: All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Utah Contract (Master Price Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

2. Applicable Approved Purchasing Agreement: The following provisions supplement and/or add to the Master Price Agreement.

a. Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are World Communications Center, Inc. (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

b. Idaho Administration Reporting and Fees:

The contractor agrees to provide electronic (Microsoft Excel or similar) semi-annual price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period Begin</u>	<u>Period End</u>	<u>Report Due</u>
January 1	June 30	July 31
July 1	December 31	January 31

The Contractor will submit semi-annual reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the semi-annual period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of

Idaho for an amount equal to 1.00% of the gross Idaho sales (less returns and credits) for the Semi Annual period. The State understands and agrees that Contractor will Increase the negotiated Utah Contract MA246 price by this amount (1.00%). See attachment A for Iridium satellite equipment and service pricing for ID PADD 1038 contact. The required report will be provided 30 calendar days from the close of the semi-annual period.

c. Applicable Law:

Notwithstanding Paragraph D.2 (Included Documents) of Utah Contract MA246 or Paragraph D.6 (Governing Law), Utah Contract Number MA246 is supplemented with the following, which shall apply to this PA.

The State of Idaho's PA and all purchase orders issued thereunder by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force. The terms and conditions of the Master Price Agreement will apply to any and all services performed, including any services performed by a subcontractor to the contractor. No other terms or conditions will apply without the express written agreement of the State.

d. Assignment:

ASSIGNMENTS: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator, Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State. (Idaho Code Section 67-5726(1))

3. Lease Agreements: A lease agreement has not been approved for use for procuring agencies within the State of Idaho.

4. Primary Contact: The primary contact and administrator of this agreement for the State of Idaho is as follows:

Mark Little, State Purchasing Manager
Division of Purchasing
5569 Kendall Street (Zip 83706-1231)
P O Box 83720
Boise, ID 83720-0075
Ph: 208-332-1611

The primary Contractor contact for this agreement is as follows:

Kathleen Konzen
kathleen.kozen@wccip.com
Phone: (480) 857-6656 ext. 212
Fax: (480-857-6898

ORDERING/ACCOUNT MANAGERS:

Casey Moreland:

Office: 1-888-663-9261
Fax: 1800-876-9765
Email: casey.moreland@wccip.com

Peter Good:

Office: 1-800-211-2575
Fax: 1-480-857-6898
Email: peter.good@wccip.com

5. Master Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

MA246 (Utah)
PADD 1038 (Idaho)

6. Subcontractors: Only the following subcontractors are authorized to perform services.

NONE

This PA and the Utah Contract MA246 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 PA and the Utah Contract MA246, together with its exhibits, shall not be added to or incorporated into this PA or the Utah Contract MA246 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 PA and the Utah Contract MA246 and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

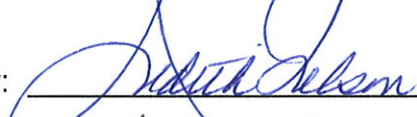
7.) Globalstar Trade-In Program – See attachment B

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

State of Idaho
Division of Purchasing

Contractor: World Communication Center, Inc.

By:  _____

By:  _____

Name: Mark A. Little

Name: JUDITH NELSON

Title: Purchasing Manager

Title: VICE PRESIDENT - OPERATIONS

Date: 10/19/07

Date: 10/18/07

WCC Equipment Price List—WSCA Contract # MA249— ID Contract # PADD 1038

Category	Item #	Description	ID State Price (USD)
PHONES	100608	NEW 9505A FULL KIT (Includes 1 high capacity battery, a/c wall charger w/international adapters, d/c auto charger, leather holster, antenna adapter, portable auxiliary antenna, earbud, users manual and a choice of a prepaid or postpaid SIM card)	1307.95
FAX	101123	Iridium Fax Adapter	555.55
	101129	Iridium Fax Adapter + Data Cable (100383)	615.09
CASES & HOLSTERS	100138	Pelican 1300 (yellow) w/ foam	64.62
	100894	Pelican 1400 (yellow) w/ foam	88.09
	100139	Pelican 1450 (yellow) w/ foam	98.97
	100537	iM0275 Storm Case w/ foam	75.21
	100041	Canvas Bag w/ Shoulder Strap	27.15
	100128	Waterproof Bag	27.15
	100116	9505A Leather Holster w/ Lanyard	23.26
CHARGERS	100091	9505A—AC Charger (international adapters required)	69.81
	100089	9505A—International Adapter Kit	24.94
	100109	9505A—DC Charger	35.59
	101109	Solio Solar Charger	94.02
BATTERIES	100099	9505A Li-Ion Battery	84.77
	100094	9505A Battery Door	3.71
SPECIALTY PRODUCTS	101002	9505A Docking Station*	1614.61
	101213	9505A Docking Station—Military Version*	2193.89
	100716	9505A Docking Station—BUNDLE (Includes (1) 9505A full phone kit, docking station, A/C and D/C power supply, (1) fixed mast antenna, up to 10 meters of cabling, and a prepaid or post paid SIM card) [Additional costs apply for cables greater than 10 meters]	3325.72
	100050	COM Center*	2727.00
	100136	COM Center with Tracking*	3236.04
	100319	COMCENTER BUNDLE (Includes A/C and D/C power supply, fixed mast antenna, up to 10 meters of cabling, and a post paid SIM card) [Additional costs apply for cables greater than 10 meters]	3268.40
	100072	HSK	6408.95
	100786	Payphone w/ 30' cable, power supply (not solar) and antenna	3535.00
	TBD	Payphone w/ internal back-up battery, 30' cable, power supply (not solar) and antenna	4040.00
	101143	SBD Pro Unit* (one year service contract required)	949.22
	101351	SBD Pro—BUNDLE (Includes (1) SBD Pro unit* and (1) year Iridium SBD service) [Includes 12,000 bytes per month, overages will be charged at the standard rate per byte, 30 byte min]	1370.57
	101350	SBD Pro—TRACKING BUNDLE (Includes (1) SBD Pro unit*, (1) year Ontec Tracking Service, and (1) year Iridium SBD service) [Includes 12,000 bytes per month, overages will be charged at the standard rate per byte, 30 byte min]	1513.99

WCC Equipment Price List—Utah Div. of Purchasing and General Services—WSCA Contract # MA249

Category	Item #	Description	Retail Price (USD)	Discount %	State Price (USD)
ANTENNAS	100005	Antenna Adapter	47.95	26.5%	35.24
	100032	Antenna—Portable Auxiliary (magnetic)	102.95	25.2%	77.03
	100028	Antenna—Fixed Mount	187.95	7.1%	174.54
	100027	Antenna—Mobile Magnetic Mount	187.95	7.1%	174.54
	100020	Antenna—Fixed Mast (Aero)	219.95	7.1%	204.26
	100036	Antenna—9505A (replacement)	202.95	7.1%	188.47
	100362	Antenna—Aviation, 2.6" diameter patch	200.00	6.9%	186.20
	100023	Antenna—Aviation, Single	1049.99	11.8%	926.10
	100022	Antenna—Aviation, Dual	1799.99	7.5%	1665.02
CUSTOM CABLE	100360	LMR 195 cable (up to 5')	50.00	21.6%	39.20
	100408	LMR 240 cable (min 15' up to 28')....per foot	5.50	10.9%	4.90
	100424	LMR 240 pigtail, 3'	50.00	21.6%	39.20
	100426	LMR 400 cable (min 29' up to 58')....per foot	6.50	9.5%	5.88
	100010	LMR 600 cable (min 58' up to 90')....per foot	7.50	8.5%	6.86
	100039	LMR 900 cable (min 91' up to 133')....per foot	11.00	10.9%	9.80
	100857	LMR 1200 cable (min 134' up to 176')....per foot	12.00	14.3%	10.29
DATA	100106	9505A Data Kit 2.0	175.00	53.0%	82.32
	100004	9505A RS232 Data Adapter	90.00	16.7%	75.00
	100383	9505A Adapter Port (Data Cable/Serial Port)	69.00	0.0%	69.00
	100747	Data CD (Direct 2.0)	113.00	6.9%	105.19
SIM CARD	100607	8816 World Satellite SIM Card—214/414 Post Paid	49.99	7.1%	46.43
	100122	8816 World Satellite SIM Card—315 Pre Paid [Global, Africa, Northern Lights]	49.99	7.1%	46.43
	100103	8816 World Satellite SIM Card—318 Post Paid Captains Card	49.99	7.1%	46.43
USERS GUIDE	100119	9505A Users Guide	19.95	6.2%	18.71
LBT	100108	9522A Daytona LBT	1500.00	8.8%	1368.57
	100724	9601 SBD LBT	450.00	11.1%	400.00
VAD	100176	WCC—VAD2000 w/ handset	1849.00	9.3%	1677.51
HANDSET	100112	External Handset DPLS0401	250.00	6.9%	232.75
HEADSET	100443	9505A Headset	22.50	7.1%	20.90
AVIATION	100001	Aviation Box / Single Stand alone AVCOMM phone adapter	110.00	10.9%	97.99
RAM MOUNTS	100369	RAM mount w/ socket arm, base ball and cradle (pipe or yoke mount bracket sold separately)	79.95	36.4%	50.83
	100033	Yoke RAM Mount Bracket	71.99	10.2%	64.67
	100505	Pipe RAM Mount Bracket	124.99	11.8%	110.25

WCC Iridium Service Fees—WSCA Contract #MA249—ID Contract # PADD 1038

Category	Item #	Description	ID State Price (USD)
Iridium Satellite Service	101792	Monthly Access Fee	33.33
	101793	Cost Per Min (Iridium to Landline)	1.06
	101794	Cost Per Min (Iridium to Iridium)	0.71
	101791	One Time Activation Fee	25.25