

**OREGON PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE**

SATELLITE PHONES, SERVICES AND EQUIPMENT

This participating addendum (this "Addendum" or "Participating Addendum") is entered into by and between the State of Oregon, acting by and through its Department of Administrative Services State Procurement Office, and World Communications Center, Inc. an Arizona corporation (the "Contractor"). The Addendum shall become effective on the date when all parties have executed the Addendum and necessary approvals are in place.

RECITALS

A. The State of Oregon, as a member of the Western States Contracting Alliance ("WSCA"), participated in a competitive procurement conducted by the State of Utah Division of Purchasing for the purchase of Satellite Phones, Services and Equipment.

B. Contractor submitted a proposal to sell Satellite Phones, Services and Equipment.

C. Authorized entities in the State of Oregon, including some agencies and departments of the State of Oregon, desire to purchase Satellite Phones, Equipment and Services from Contractor from time to time.

D. Contractor desires to sell Satellite Phones, Equipment and Services, as ordered from time to time by Authorized Purchasers pursuant to the terms of this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

This Addendum sets forth the terms and conditions between DAS and Contractor that govern the administration of the State Price Agreement, under which Contractor makes available for purchase by Authorized Purchasers the Satellite Phones, Equipment and Services described in the Master Price Agreement, the RFP, Contractor's Proposal, and this Addendum.

This Addendum also sets forth the terms and conditions applicable to an Authorized Purchaser's individual purchase of Satellite Phones, Equipment and Services available under the State Price Agreement. Authorized Purchasers intend to enter into binding and enforceable Contracts with the Contractor for the purchase and sale of Satellite Phones, Equipment and Services by execution of Purchase Orders in accordance with Section 11 of this Addendum that specify the Satellite Phones, Equipment and Services that the Authorized Purchaser will purchase, and that establish the terms and conditions applicable to the purchase and sale of such Satellite Phones, Equipment and Services. Each such Purchase Order so executed shall create a separate Contract between the parties (consisting of the Purchase Order together with this State Price Agreement enforceable in accordance with the terms thereof and independent of all other such Purchase Order Contracts.

Oregon Contract Terms and Conditions

1.0 Definitions. When used in this Addendum, the following terms shall have the meanings set forth below. In addition the terms defined in the Master Price Agreement shall have the meaning set forth therein when used in the Addendum unless the term in the Master Price Agreement is defined in this Addendum, and such definitions in the Master Price Agreement are incorporated into this Addendum by this reference.

"Authorized Agency" means those State Agencies that are subject to the procurement authority of the Director of the Oregon Department of Administrative Services (DAS) pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes DAS when the DAS is engaged in Public Contracting (as defined under OAR 279A.010(1)(y)).

"Authorized Purchaser" means the State of Oregon, acting by and through DAS, and Authorized Agencies submitting Purchase Orders pursuant to DAS purchasing authority and direction and Independent Agencies submitting Purchase Orders pursuant to their independent purchasing authority. Authorized Purchasers may also include ORCPP Participants with appropriate purchasing authority under their applicable statutes, rules, regulations or ordinances that submit Purchase Orders to Contractor.

"Contract" means an individual contract, entered into as set forth in this Addendum, between Contractor and an Authorized Purchaser for the purchase of Satellite Phones, Equipment and Services. The Contract consists of the Purchase Order and the State Price Agreement.

"Equipment" or "Goods" or "Products" means those goods or equipment authorized for purchase as described in this Addendum, in the Master Price Agreement, Contractor's Proposal, and the RFP, including accessories.

"Master Price Agreement" means the Contract No. MA246, attached as Exhibit B, between Contractor and the Utah Division of Purchasing on behalf of the State of Utah, which sets forth terms, conditions agreed to by the State of Utah and Contractor for the administration of the purchase of certain Products and Services described therein.

"ORCPP Participant" mean members of the Oregon Cooperative Purchasing Program (ORCPP) who have entered into an intergovernmental agreement with the Department of Administrative Services (DAS) to use DAS' contracts. Participants include but are not limited to: cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRF's), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, American Indian tribes or agencies, and quasi-State Agencies such as Oregon University System, Oregon Health Sciences University, and Oregon State Lottery, with statutory authority or autonomy to solicit for services independently. A listing of current ORCPP Participants is found at <http://www.oregon.gov/DAS/SSD/SPO/coop-menu.shtml>

"Proposal" means Contractor's Proposal in response to the State of Utah RFP #DG7520 for Satellite Phones, Services and Equipment.

"Purchase Order" means the purchase order document submitted to Contractor by an Authorized Purchaser which specifies the quantity and type of Products or Services that Contractor will provide to the Authorized Purchaser under the terms of the Addendum.

"RFP" means the competitive procurement conducted by the State of Utah Division of Purchasing for the purchase of Satellite Phones, Services and Equipment under the Western States Contracting Alliance

"Services" means those services authorized for purchase as described in this Addendum, in the Master Price Agreement, Contractor's Proposal, and the RFP.

"State" or "DAS" or "DAS SPO" means the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office.

"State Agency" or "State Agencies" means any agency, board, commission or department of State government, as State government is defined in ORS 174.111.

"State Price Agreement" means the agreement between DAS and Contractor under which Contractor makes certain Satellite Phones, Equipment and Services available for purchase by Authorized Purchasers with no guarantee of a minimum or maximum purchase. The terms and conditions that comprise the State Price Agreement are identified in Section 2 through Section 19.

"WSCA Terms and Conditions" means the mandatory standard contract terms and conditions, attached as Exhibit C, required for Western States Contracting Alliance solicitations.

2.0 Order of Precedence. This State Price Agreement consists of the following documents or Sections of this Addendum, the Master Price Agreement or the Proposal, listed in descending order of precedence:

- a. This Addendum and Attachments 1 and 2, less its Exhibits;
- b. Exhibit A to this Addendum;
- c. WSCA Standard Terms and Conditions, Exhibit C
- d. The Master Price Agreement, less its Attachments, as amended in this Addendum, Exhibit B,
- e. The State of Utah RFP No. DG7520 and;
- f. Contractor's Proposal.

3.0 Contract Management. Contractor shall assign a contract manager to manage the State of Oregon's accounts, which shall be responsible for:

- a. Contract overall performance requirements, ongoing unresolved issues, and overall customer service;
- b. Providing any additional documentation necessary, as requested by DAS SPO for performance audits conducted periodically to evaluate areas of service required by the RFP, the Master Price Agreement, or the State Price Agreement (i.e., delivery, fill rate, variance reports, customer representatives); and
- c. Meet with Authorized Purchasers every six (6) months or as otherwise agreed to between the parties, specified to maintain the partnership between the Authorized Purchaser and the Contractor. Meetings may involve, but not be limited to, the following:
 - i. Contractor performance;
 - ii. Problem resolution;
 - iii. Mandatory and custom reports; and

iv. Improvement opportunities (i.e., cost savings opportunities, use of enhanced service features etc.).

4.0 Notices. Any formal communications between the parties to or notices to be given under the State Price Agreement shall be given in writing by personal delivery of a facsimile transmission of the notice or mailing the notice, postage prepaid. Authorized Purchaser shall send notices to the Contractor at the address or number set forth in the State Price Agreement. Contractor shall send notices to the Authorized Purchaser at the address or number set forth on the Purchase Order. Any communication so addressed and mailed shall be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile shall be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Purchase Order. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate authorized representative. The authorized representatives of Contractor and State are, respectively:

CONTRACTOR: Teri Petram
Phone: (480) 857-6656
Fax: (480) 857-6898
Email: teri.petram@wccclp.com
Web site: www.wccclp.com

STATE: Gail L. Carter, State Procurement Analyst
Phone: (503) 378-5501, Fax: (503) 373-1626
Email: gail.l.carter@state.or.us

5.0 Non Exclusive Agreement. The State Price Agreement is not an exclusive agreement. Authorized Purchasers may purchase Products and Services from other sources during the term of the State Price Agreement. DAS makes no express or implied warranty that Authorized Purchasers will issue any particular number of Purchase Orders, or that Authorized Purchasers will purchase any particular quantity or dollar amount of Products or Services.

6.0 Conflict of Interest. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Addendum, represents and warrants that: Contractor's performance under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs would prohibit Contractor's performance under this Addendum.

7.0 Control of Settlement and Defense. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO CONTRACTOR'S INDEMNIFICATION AND RELATED OBLIGATIONS UNDER ATTACHMENT B WSCA STANDARD TERMS AND CONDITIONS SECTION 9, PATENTS AND COPYRIGHTS AND SECTION 17 HOLD HARMLESS AND ALSO UNDER WSCA STANDARD TERMS AND CONDITIONS ATTACHMENT C, SECTION 23, TERMS AND CONDITIONS, IRIDIUM EQUIPMENT AND SERVICES AND SECTION 11, TERMS AND AND CONDITIONS, IRIDIUM EQUIPMENT ONLY; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS

LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

8.0 Tax Certification. Contractor represents and warrants to State that the Contractor Data and Tax Certification in the form attached hereto as Exhibit A is true and accurate as of the effective date of the State Price Agreement, and that Contractor will notify State in writing if such data or certifications change during the term of the State Price Agreement such that the attached Exhibit A is no longer true and accurate.

9.0 Administrative Fees and Volume Sales Reports.

9.1 Administrative Fees and Payment: Contractor shall pay to the State of Oregon, Department of Administrative Services (DAS) State Procurement Office (SPO), a Vendor Collected Administrative Fee (VCAF), in an amount equal to one half of one percent (.50%) of Contractor's net (gross sales minus returns, credits and deductions) sales during the preceding quarter (the "Administrative Fees") made to Authorized Agencies, Independent Agencies and ORCPP Participants.

CONTRACTOR SHALL NOT REFLECT THE VCAF FEE AS A SEPARATE LINE ITEM CHARGE TO AUTHORIZED PURCHASERS. CONTRACTOR'S CONTRACT PRICES SET FORTH IN THE MASTER PRICE AGREEMENT SHALL BE THE ONLY CHARGES THAT APPEAR ON AN AUTHORIZED PURCHASERS INVOICES.

For the purposes of this Price Agreement, quarters end March 31, June 30, September 30, and December 31. SPO will invoice Contractor for the VCAF a State generated invoice from the Volume Sales Report (VSR) generated by the Contractor. Administrative fees shall be due and owing thirty (30) days following Contractor's receipt of the aforementioned State invoice.

(a) Contractor shall decrease the product, equipment and service discounts in Section F.1 of the Master Price Agreement by one half of one percent (.50%) for Authorized Purchasers as an offset for the Administrative Fee.

9.2 Accounting and Required Reports: Contractor shall submit a Volume Sales Report no later than thirty days from the end of each calendar quarter, which contains:

- (i) complete and accurate details of the Net Receipts for the relevant quarterly period;
- (ii) Contractor's corresponding calculation of the VCAF due to SPO for that period; and
- (iii) such other information as SPO may reasonably request. Contractor shall send a Volume Sales Report each quarter, whether or not there are reportable sales or VCAF due to SPO.

9.3 Volume Sales Report (VSR) Information. Contractor shall provide the following information on the VSR:

- 9.3.1 State Price Agreement number,
- 9.3.2 Customer organization (Authorized Purchaser) and Customer name (Authorized Purchaser Representative). Separately list and identify Authorized Agencies, Independent Agencies, and ORCPP,
- 9.3.3 Purchase Order number,
- 9.3.4 Date ordered,
- 9.3.5 Quantity ordered (Price List Items),
- 9.3.6 Unit price and extended total,
- 9.3.7 Total Dollar Amount for ending Quarter.

9.4 Volume Sales Report Format: Contractor shall provide Report(s) in a format approved by SPO. Reports on 3.5 inch diskette or by e-mail are preferred; however, hard copy reports are acceptable. The following format examples are preferred for VSR:

- 9.4.1. Excel Spreadsheet
- 9.4.2. All other report formats must be approved by the SPO Contract Administrator, in writing, and prior to submission of the first report.

9.5 Report Receipt/Acceptance: The SPO's receipt or acceptance of any of the reports furnished pursuant to this Price Agreement, or any sums paid hereunder, shall not preclude SPO from challenging the validity thereof at any time.

9.6 SPO RESERVES THE RIGHT TO TERMINATE THIS PRICE AGREEMENT IF VOLUME SALES REPORTS ARE NOT RECEIVED AS SCHEDULED.

9.7 Payment of VCAF. Upon receipt of the invoice from SPO, Contractor shall remit payment to SPO for the amount indicated on the invoice. Contractor shall contact the Contract Administrator as identified in the Price Agreement if no invoice is received within thirty (30) days after sending the VSR to SPO. Failure to submit VSR does not release Contractor from requirement to timely remit required VCAF.

9.7.1. The fees for Authorized Purchasers shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services
Attn: State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

9.8 Interest: Any payments Contractor makes or causes to be made to SPO 45 days after Contractor receipt of the invoice, shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. SPO's right to interest on late payments shall not preclude SPO from exercising any of its other rights or remedies pursuant to this Price Agreement or otherwise with regards to Contractor's failure to make timely remittances.

9.9. Audit: SPO, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a

person authorized by it, to audit Contractor's Records and other pertinent data, to determine and verify the figures reported in any Administrative Reports furnished by Contractor. In the event that any such audit reveals underpayment of Administrative Fees, Contractor shall forthwith pay the amount of deficiency, together with interest thereon at the rate provided in Section 9.8. At SPO'S request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by SPO.

10.0 Verification of Authorized Purchasers. Contractor will use commercially reasonable efforts in verifying that it provides Products and Services under the State Price Agreement only to Authorized Purchasers. Contractor may verify that a particular entity other than a State Agency is an ORCPP member on-line using the State of Oregon's web site which can be accessed: (a) through the Web at <http://www.oregon.gov/DAS/PFSS/SPO/index.shtml> (click on Vendor information) or (b) at State of Oregon Procurement Centers; call (503) 378-4642 for information. DAS may verify whether a particular State Agency is one that is subject to DAS' purchasing authority under ORS 279.712(3) by contacting the DAS authorized representative listed in Section 4.4 of this Addendum.

11.0 Purchase Orders.

11.1 Purchase Orders. Authorized Purchasers may purchase Products and Services under the State Price Agreement by submitting a Purchase Order to Contractor in accordance with the terms of this State Price Agreement. Contractor shall not accept Purchase Orders for, nor sell to Authorized Purchasers under the State Price Agreement, any Satellite Phones, Equipment or Services except as provided in this Addendum.

11.2 Effect of Purchase Orders. Contractor agrees that DAS is not liable for purchases made by Authorized Purchasers under the State Price Agreement, and that each Authorized Purchaser shall be liable only under Contracts formed by Purchase Orders it issues. DAS shall not be liable for payments or any other obligations, nor shall Contractor have any rights or remedies against DAS related to Contracts formed with Authorized Purchasers other than DAS. No language contained in a Purchase Order shall vary, amend, modify, or add terms or conditions to the State Price Agreement or a Contract. The substantive provisions of any Purchase Order shall be limited to: State Price Agreement identification, identification of purchaser, designation of Products and Services ordered, quantity, delivery schedule, delivery or performance location, and invoicing address.

11.3 Purchase Order Procedures. Authorized Purchasers may submit Purchaser Orders by the traditional submission method or by online submission method described below.

a. Traditional Purchase Order Submission. Authorized State of Oregon Agencies shall use either the general State-approved Purchase Order referencing the Price Agreement number, or their own internal Purchase Order, to make purchases from Contractor pursuant to this Addendum and the State Price Agreement. Authorized Purchasers other than State of Oregon Agencies shall use their own Purchase Orders to make purchases from Contractor pursuant to this Addendum and the State Price Agreement, in accordance with the terms set out in the Master Price Agreement.

b. Online and Electronic Purchase Order Submission. Authorized Purchasers may purchase Products and Services under this Addendum by electronic Purchase Order, by credit card, or through Contractor's online purchasing system. Any electronic, credit card, or online purchase used in connection with this agreement shall be considered Purchaser Orders. Any Contractor online purchasing system or electronic purchasing system shall include the required Purchase Order language described below.

11.4 Funds available and authorized/non-appropriation. By submitting a Purchase Order that calls for delivery in the Authorized Purchaser's then-current budgetary period, the Authorized Purchaser represents its belief that it has sufficient funds then currently available and authorized for expenditure to finance the cost of Products or Services that are ordered by the Purchase Order. Contractor understands and agrees that payment of amounts under a Contract attributable to Products delivered or work performed after the last day of the budgetary period in which an Authorized Purchaser issues the Purchase Order is contingent on the Authorized Purchaser receiving from its appropriating authority appropriations, limitations or other expenditure authority sufficient to allow the Authorized Purchaser, in the exercise of its reasonable administrative discretion, to pay for the Products or Services described in the Purchase Order.

12.0 Equipment Ordering and Service Activation.

12.1 Contractor's hours of operations shall be maintained for service and support, on-line ordering, general ordering and walk-in orders during normal business hours by each geographic location.

12.2 Demo phone. Contractor has agreed to provide Authorized Purchasers an opportunity to use a demo phone, at no charge, to determine if satellite service meets an Authorized Purchaser's expectations. Authorized Purchaser shall contact the Contractor's representative (below) to request a demo phone. Contractor agrees to pay shipping costs for sending the demo phone. Authorized Purchaser is required to pay the return shipping costs of the demo phone within the time frame agreed upon by Authorized Purchaser and Contractor.

Attention: Casey Moreland
E-Mail Address: casey.moreland@wccclp.com
Phone Number: (888) 663-9261

12.3 Contractor shall provide an order receipt acknowledgement to Authorized Purchasers within one (1) business day after receipt of an order from Authorized Purchasers. The order receipt acknowledgement must include the following:

- a. Equipment and service plan purchased;
- b. Contractor order number;
- c. Authorized Purchaser order number or Purchase Order number;
- d. Authorized Purchaser's name and subscriber's name;
- e. Bill to address;
- f. Ship to address;
- g. Ordering department;
- h. Account information; and
- i. Additional information required by Authorized Purchaser in the order.

12.4 Contractor shall notify the representative within one (1) business day after order acknowledgment if an item is out of stock.

12.5 Contractor shall provide confirmation of an Authorized Purchaser's order shipment. The shipment confirmation procedure must contain the following information:

- a. Phone number for new lines;
- b. Electronic serial number ("ESN");
- c. Date shipped;
- d. Tracking number;
- e. Account number;
- f. Authorized Purchaser's name and subscriber name; and
- g. Additional information mutually agreed upon by Authorized Purchaser and the Contractor.

12.6 Contractor shall provide account changes or termination acknowledgements within 24 hours of Authorized Purchaser's change or termination request.

12.7 Contractor shall provide Authorized Purchasers with the following:

- a. Freight and deliveries prepaid by the Contractor, to the receiving point destination upon order, within the State of Oregon; and
- b. Urgent delivery in disaster and emergency situations. In said cases, Contractor may provide expedited delivery (e.g., Overnight Fed-X, UPS, or schedule pick of equipment at a retail center).

12.8 Contractor shall provide Authorized Purchasers a packing slip with all shipped orders with the following:

- a. Representative's name, section or unit name, location (street address, building, floor, and room number);
- b. Designated contact or name of ordering person (if different than representative);
- c. Billing address;
- d. Ship-to address;
- e. Contractor order number;
- f. Authorized Purchaser's order number (purchase order number), if applicable;
- g. Description of items;
- h. Additional information required by each Authorized Purchaser; and
- i. Itemized each product in packages containing more than one item.

12.9 Contractor shall ensure for new subscribers, shipped equipment is activated, registered, and ready for use, unless specified otherwise.

12.10 Substitution of Goods. Contractor will not substitute Equipment. If Equipment is not supplied as ordered, within the time ordered, Contractor shall inform the Authorized Purchaser of the unavailability, and Authorized Purchaser will be offered the choice of terminating the Contract, accepting back order status, or consulting with the Contractor sales representative about selecting alternative Equipment.

12.11 Parts and Equipment Replacements. Replacement parts shall be equal to or better in performance and compatibility to parts being replaced. Replacement parts shall be new or serviceably used ("tested to new"). Whole units may only be replaced with same make and model number unless approved in writing by the Authorized Purchaser.

13.0 Invoice and Credit Memo Requirements for Services and Equipment.

13.1 Contractor shall provide at least two of the three forms of invoicing set forth below to Authorized Purchasers to choose from:

- a. Online viewing of all invoices and credit memos;
- b. Electronic format (email, CD, DVD, etc); or
- c. Hard copy (paper based invoices)

13.2 Contractor shall ensure that all invoices be submitted on a monthly basis on Contractor's letterhead.

13.3 Contractor and Authorized Purchaser shall mutually agree upon a monthly billing cycle date. Master or Parent invoices must include individual account invoices for verification purposes. Any and all invoices must contain at a minimum the following elements:

- a. Contractor name, address, and telephone number;
- b. Invoice period;
- c. Contract number;
- d. Vendor's remittance address;
- e. Account number;
- f. Itemized charges, including, but not limited to, monthly service, feature, airtime, long distance, roaming, and data;
- g. Total service charges;
- h. Taxes, if applicable;
- i. Total of charges;
- j. For equipment - product cost details – A detailed breakdown of product cost by line item: product published cost, product discount, product cost to Authorized Purchaser, etc.;
- k. For equipment - Person placing order;
- l. Method of ordering;
- m. Quantity;
- n. Ship to address; and
- o. A separate line-item for tax and delivery charges, if applicable.

13.4 Contractor's credit memos to include the following information:

- a. Credit date of issue;
- b. Subscriber or account number;
- c. The invoice number and date;
- d. Reason for credit; and
- e. Amount of credit issued.

13.5 Contractor's shall issue a monthly credit memo to each Authorized Purchaser, as applicable.

13.6 Contractor shall resolve all credit memos within 4 business days of notice from Authorized Purchaser.

13.7 Contractor shall ensure that there will not be any service outages during outstanding balances, disputed amount owed or late payments due.

14.0 Customer Service and Customer Service Representatives

14.1 Contractor's remote customer and technical support must be available 24 hours a day, seven (7) days a week for all support questions, including but not limited to hardware problems, service problems and network issues.

14.2 Contractor shall designate a primary customer service representative ("CSR") and technical service representative ("TSR") with government contract experience which is:

- a. Assigned to meet the needs and is responsible for the State of Oregon contract, DAS SPO, and Authorized Purchaser;
- b. Available for activating and terminating Services, making changes to accounts, answering questions, and assisting in problem resolution;
- c. Responsible for escalating problems in the following areas: billing, invoicing, technical support, and network issues; and
- d. Authority to escalate service or technical issues up to and including corporate.

14.3 Contractor shall notify the State of Oregon, Department of Administrative Services (DAS), State Procurement Office (SPO) in writing of any unresolved issues or problems that have been outstanding for more than one billing cycle.

14.4 Contractor shall ship Satellite telephones to Authorized Purchasers with PIN codes enabled to assist in the prevention of fraudulent call activity.

- a. Authorized Purchaser may contact Contractor periodically to obtain Call Detail Records (CDR's) on a specific satellite telephone usage. If Authorized Purchaser suspects fraudulent activity, Authorized Purchaser shall call Contractor immediately to deactivate the service.
- b. Contractor shall report unusual calling volumes and patterns to Authorized Purchaser, such as usage or cost doubling from the previous month, or months with zero usage, etc. Should Authorized Purchaser declare such activity as fraudulent, Contractor shall immediately deactivate the service.

14.5 To the extent necessary, Contractor shall provide transition service for Authorized Purchasers to Contractor's Service and Equipment.

14.6 Online Account Access. Contractor is in the process of setting up a secure online system and account access in order to manage Services, Equipment, billing, changes, and any other Service and Equipment related activities. The system will be available in Fall 2008. Contractor shall notify Authorized Purchasers with active accounts, in writing, within 20 business days of implementation and activation and provide a handout or instruction on the use of the system.

15.0 Taxes. Contractor acknowledges that Authorized Purchasers are exempt from state and Federal excise tax. Contractor may pass on to Authorized Purchasers any tax which Contractor is permitted by law to pass on to a customer, that are passed on to all customers, and from which Authorized Purchasers are not otherwise exempt. Contractor may also pass on to Authorized Purchasers government established surcharges and fees, which Contractor is permitted by law to pass on to Authorized Purchasers and from which Authorized Purchasers are not otherwise exempt such as an similar to universal service fund fees as long as: (i) the surcharge is passed on to all customers in an equitable manner; and (ii) no mark up or other additional charge is added to the surcharge.

16.0 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of the State Price Agreement, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the State Price Agreement.

17.0 Survival. Any terms of the State Price Agreement, which by their nature are intended to survive termination or expiration, including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of the State Price Agreement.

18.0 Recycled Products. Without limiting Contractor's obligations under Section 17 of the Price Agreement, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of any Contract formed pursuant to the State Price Agreement and the Price Agreement. These products shall include recycled paper, recycled PETE products, as defined in ORS 279A.010(1)(ff), and other recycled plastic resin products. In addition, Contractor shall assist the State of Oregon to minimize the environmental impact resulting from the use and disposal of the products procured under this State Price Agreement. The environmental impact can be lessened through promoting products that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed of. The primary environmental objective of the resulting Price Agreement is to procure equipment which uses less energy over time resulting in reduced pollution and decreased energy costs. Without limiting the generality of Section 2.1, Contractor shall provide Take Back and Recycling services as set forth in Exhibit C of the Master Agreement and in Section 14 of Contractor's Proposal.

19.0 Insurance. Before beginning work under the State Price Agreement, Contractor shall provide proof that it has obtained the required insurance as follows:

Worker's Compensation: All employers, including the contractor, that employ subject workers who work under the agreement in the state of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Contractor will ensure that each of its subcontractors complies with these requirements.

Comprehensive or Commercial Administrative Liability: Contractor must obtain, at contractor's expense, and keep in effect during the term of the agreement, Comprehensive or Commercial Administrative Liability Insurance covering bodily injury and property damage. This insurance must include personal injury coverage and products/completed operations liability. Combined single limit per occurrence must not be less than \$1,000,000, or the equivalent. Each annual aggregate limit must not be less than \$1,000,000, when applicable.

Automobile Liability: Contractor must obtain, at the contractor's expense, and keep in effect during the term of the agreement, Automobile Liability Insurance. This coverage may be written in combination with the Comprehensive or Commercial Administrative Liability Insurance. Combined Single limit per occurrence must be at least \$1,000,000.

Tail Insurance: If any liability insurance coverage required is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the agreement for a period of 24 months or the maximum time period the contractor's insurer will provide, if less than 24 months.

Additional Insured: The liability insurance coverage's that are required for performance of the agreement must include the State of Oregon, the Department of Administrative Services and the State's divisions, including their officers and employees, as additional insured's but only with respect to the Contractor's activities to be performed under the agreement.

Notice of Cancellation or Change: The Contractor shall make commercially reasonable efforts to provide the State with a thirty-day notification of any cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage.

Certificates of Insurance: As evidence that the Contractor has obtained the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to DAS. The Certificate(s) must specify all the parties who are additional insured (or loss payees). Insurance coverage required under the State Price Agreement shall be obtained from national insurance companies rated A-VII or better by A.M. Best, or Contractor shall demonstrate evidence satisfactory to DAS of a self insurance program that provides coverage equivalent to the required to this Section 19.0. Contractor shall be financially responsible for all deductibles, self-insured retentions and self-insurance.

B Master Price Agreement and WSCA Terms.

20.0 The terms and conditions of the Master Price Agreement and the WSCA Standard Terms and Conditions that are intended to be applicable to all purchasing entities are hereby incorporated by this reference and made a part of this State Price Agreement except as excludes or are modified below. Terms and Conditions and statutory references that are intended only to be applicable to State of Utah purchasing entities are excluded from this State Price Agreement. In the event of a conflict between the terms and conditions of this State Price Agreement and the terms and conditions of the Master Price Agreement, the terms and conditions of this State Price Agreement, together with its Exhibits, shall take precedence. The terms and conditions of this State Price Agreement, along with its Exhibits, and the terms and conditions of the Master Price Agreement, the WSCA Standard Terms and Conditions, together with all Exhibits, set forth the entire agreement of the parties with respect to the subject matter of their agreement. Terms and conditions of this State Price Agreement and the Master Price Agreement, the WSCA Standard Terms and Conditions, together with their Exhibits, shall not be modified by any Purchase Order or otherwise, and any such attempts to modify terms and conditions shall have no effect, unless the modification is made according to the terms of the Master Price Agreement or this State Price Agreement.

Section 3 Contract Period of the Master Price Agreement is hereby deleted in its entirety and replaced with the following.

“Agreement Period. This State Price Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by the

Oregon Department of Administrative Services and the Oregon Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on May 31, 2010. The parties may extend the term of this Agreement provided that the total Agreement term does not extend beyond May 1, 2013.

Section D3 Public Information of the Master Price Agreement is hereby amended to include the following.

Public Records. The following is added to section D3 of the Master Price Agreement. "This State Price Agreement and resulting Contracts are subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505. Pursuant to ORS 192.410 through ORS 192.505, information or documents received from Contractor may be open to public inspection and copying. The State will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label parts of an individual document as a "trade secret" in accordance with ORS 646.461 through ORS 646.475, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver if any and all claims for damages caused by any release of the records."

Section D.6 Governing Law of Attachment A, Addendum 1 and the final paragraphs of Attachment C are deleted, and replaced in its entirety with the following paragraph:

Governing Law. This State Price Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Products or Services provided under the State Price Agreement, and the State's performance under the State Price Agreement is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230, and 279B.270. In addition, Contractor warrants Products and Services provided under the State Price Agreement will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations."

Attachment B, Section 18 PAYMENT of the Master Price Agreement is deleted, and replaced in its entirety with the following paragraph:

"PAYMENT. Authorized Purchaser shall submit payments to the Contractor at the address shown on the invoice. Authorized Purchaser shall tender payment to the Contractor within thirty (30) days of the date of invoice. After the forty-fifth day from the date that written acceptance is issued, interest shall be paid on the unpaid balance due to the Contractor at the rate of two-thirds of one percent per month (8% per annum). With respect to Authorized Purchasers that are agencies or department of the State of Oregon, Contractor may only assess overdue account charges in accordance with ORS 293.462. Authorized Purchaser must identify the State Contract Number on all Purchase Orders."

Attachment C, section 16 of Terms and Conditions, Iridium Equipment and Service is deleted.

Attachment C, section 24 of Terms and Conditions, Iridium Equipment and Service is deleted.

Attachment C, section 12 of Terms and Conditions, Iridium Equipment Only is deleted.

Attachment C, section 23 of Terms and Conditions, Iridium Equipment and Service and Attachment C, section 11 of Terms and Conditions, Iridium Equipment Only are amended to read as follows:

INDEMNIFICATION. Except to the extent caused by the negligence or willful acts of WCC, To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Customer shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, WCC's offices, employees, supplier of Service and agents against liability for personal injury or damage to life or property arising from the state's activity under this contract. Notwithstanding the foregoing, WCC shall indemnify and old customer in their officers, employees and agents harmless without limitation for all claims, demands, suits, the judgments, cause of action, losses, expenses, fees (including attorney's fees), liability for damages caused by WCC's negligence or will for acts that cause personal injury (including death) property damage. This indemnity shall survive the termination of this agreement.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS."

In witness whereof, the parties have executed the State Price Agreement as of the date of execution by both parties.

CONTRACTOR: World Communication Center, Inc.

By: Gina M Martinez Title: General Manager Date: 7/22/08

Printed Name and Title: Gina M Martinez, General Manager

OREGON DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency by Mark Williams, SAAG via email dated July 18, 2008

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ADMINISTRATIVE SERVICES,
STATE PROCUREMENT OFFICE

By: Gail L Carter Title: State Procurement Date: 7/25/08
analyst

Printed Name and Title: GAIL L CARTER, STATE PROCUREMENT
ANALYST

EXHIBIT A

CONTRACTOR DATA AND TAX CERTIFICATION

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, the following pursuant to OAR 150305.385(6)(B): For purposes of this certificate, 'Oregon tax laws' means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 911 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, TriMetropolitan Transit District Employer Payroll Tax, and TriMetropolitan Transit District Self-Employment Tax); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Federal Tax Number: 74-2967220

Oregon Tax Number:

Contractor Signature: Gina M. Martinez Date 7/22/08

EXHIBIT B

9 GMM 7/22/08
JLC 7/25/08

The Master Price Agreement (#MA246) less its Attachments, as amended in this Participating Addendum.

Exhibit C

WSCA Standard Terms and Conditions

**PA 8614
Attachment 1**

**World Communications Center, Inc. (WCC)
Iridium Satellite Phone Post-Paid and Pre-Paid Service Plans
Discounts (%) off of WCC Retail Price**

CATEGORY	ITEM #	DESCRIPTION	DISCOUNT %
Iridium Satellite Post-Paid Service	101792	Monthly Access Fee	2.3%
	101793	Cost Per Min (Iridium to Landline)	37.0%
	101794	Cost Per Min (Iridium to Iridium)	17.1%
	101791	One Time Activation Fee	49.5%
World Wide Plans	100211	75 Min Prepaid Service Plan - 30 day expiry	4.5%
	100206	150 Min Prepaid Service - 60 day expiry	4.5%
	101165	200 Min Prepaid Service - 6 month expiry	4.5%
	100209	500 Min Prepaid Service - 1 year expiry	8.2%
	100205	1000 Min Prepaid Service - 2 year expiry	7.5%
	100207	3000 Min Prepaid Service - 2 year expiry	10.0%
	100210	5000 Min Prepaid Service - 2 year expiry	9.5%
	100208	Add 50 Minutes (does not change expiry)	5.4%
	100204	Add Expiry per 30 day block	12.0%
Africa Restricted Plan	100180	300 minutes - 1 year expiry	24.5%

**PA 8614
Attachment 2**

**World Communications Center, Inc. (WCC)
Iridium Satellite Phones, Equipment and Accessories**

Discounts (%) off of WCC Retail Price

CATEGORY	ITEM #	DESCRIPTION	DISCOUNT %
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)	12.9%
Fax	101123	Iridium Fax Adapter	0.0%
	101129	Iridium Fax Adapter + Data Cable (100383)	0.0%
Cases & Holsters	100138	Pelican 1300 (yellow) w/ foam	24.2%
	100894	Pelican 1400 (yellow) w/ foam	7.7%
	100139	Pelican 1450 (yellow) w/ foam	6.2%
	100537	iM0275 Storm Case w/ foam	6.4%
	100041	Canvas Bag w/ Shoulder Strap	6.7%
	100128	Waterproof Bag	6.8%
Chargers	100116	9505A Leather Holster w/ Lanyard	38.9%
	100091	9505A—AC Charger (international adapters required)	39.4%
	100089	9505A—International Adapter Kit	37.7%
	100109	9505A—DC Charger	28.9%
Batteries	101109	Solio Solar Charger	5.5%
	100099	9505A Li-Ion Battery	7.2%
	100094	9505A Battery Door	76.5%

Specialty Products	101002	9505A Docking Station*	10.7%
	101213	9505A Docking Station—Military Version*	10.8%
	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]	2.4%
	100050	COM Center*	9.5%
	100136	COM Center with Tracking*	5.7%
	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]	2.1%
	100072	HSK	1.9%
	100786	Payphone w/ 30' cable, power supply (not solar) and antenna	0.0%
	TBD	Payphone w/ internal back-up battery, 30' cable, power supply (not solar) and antenna	0.0%
	101143	SBD Pro Unit* (one year service contract required)	5.4%
	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]	0.0%
	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]	0.0%

CATEGORY	ITEM #	DESCRIPTION	DISCOUNT %
Antennas	100005	Antenna Adapter	26.0%

	100032	Antenna—Portable Auxiliary (magnetic)	24.7%
	100028	Antenna—Fixed Mount	6.6%
	100027	Antenna—Mobile Magnetic Mount	6.6%
	100020	Antenna—Fixed Mast (Aero)	6.6%
	100036	Antenna—9505A (replacement)	6.6%
	100362	Antenna—Aviation, 2.6" diameter patch	6.4%
	100023	Antenna—Aviation, Single	11.3%
	100022	Antenna—Aviation, Dual	7.0%
Custom Cable	100360	LMR 195 cable (up to 5')	21.1%
	100408	LMR 240 cable (min 15' up to 28')....per foot	10.4%
	100424	LMR 240 pigtail, 3'	21.1%
	100426	LMR 400 cable (min 29' up to 58')....per foot	9.0%
	100010	LMR 600 cable (min 58' up to 90')....per foot	8.0%
	100039	LMR 900 cable (min 91' up to 133')....per foot	10.4%
	100857	LMR 1200 cable (min 134' up to 176')....per foot	13.8%
Data	100106	9505A Data Kit 2.0	52.5%
	100004	9505A RS232 Data Adapter	16.2%
	100383	9505A Adapter Port (Data Cable/Serial Port)	0.0%
	100747	Data CD (Direct 2.0)	6.4%
SIM Card	100607	8816 World Satellite SIM Card—214/414 Post Paid	6.6%
	100122	8816 World Satellite SIM Card—315 Pre Paid [Global, Africa, Northern Lights]	6.6%
	100103	8816 World Satellite SIM Card—318 Post Paid Captains Card	6.6%
Users Guide	100119	9505A Users Guide	5.7%
LBT	100108	9522A Daytona LBT	8.3%

	100724	9601 SBD LBT	10.6%
VAD	100176	WCC—VAD2000 w/ handset	8.8%
Handset	100112	External Handset DPLS0401	6.4%
Headset	100443	9505A Headset	6.6%
Aviation	100001	Aviation Box / Single Stand alone AVCOMM phone adapter	10.4%
RAM Mounts	100369	RAM mount w/ socket arm, base ball and cradle (pipe or yoke mount bracket sold separately)	35.9%
	100033	Yoke RAM Mount Bracket	9.7%
	100505	Pipe RAM Mount Bracket	11.3%

**Department of Administrative Services
State Services Division
STATE PROCUREMENT OFFICE
FAX (503) 373-1626**

TO:	Gail L. Carter, State Procurement Analyst DAS, State Procurement Office 1225 Ferry Street SE U140, Salem, OR 97301
Phone:	(503) 378-5501
FAX:	(503) 373-1626
From:	<u>Gina Martinez</u>
Phone:	<u>480 857 - 6656</u>
Fax:	<u>480 857 - 6898</u>
Date:	<u>7/22/08</u>
Pages including this cover page: 3	

Price Agreement 8613

Satellite Phones, Equipment and Services

I, (**signature**) Gina M. Martinez, (**title**) General Manager

received a complete copy of **Price Agreement 8613** between the State of Oregon acting by and through the Department of Administrative Services, State Procurement Office (SPO) and World Communications Center, Inc. by email from Gail L. Carter.

On July 22, 2008, I signed the printed form of this Price Agreement without change from the originally transmitted document. A copy of the Signature Page and Exhibit A from the Price Agreement is included with this facsimile transmission.