

OKLAHOMA PARTICIPATING ADDENDUM
To the State of Utah
Division of Purchasing and General Services
SATELLITE TELEPHONE, RELATED EQUIPMENT AND SERVICES

World Communication Center, Inc.
1347 N. Alma School Rd. Ste.150
Chandler, AZ. 85224
Utah Award #MA249
Contract Period: June 1, 2007 - May 31, 2010

Oklahoma Contract Number SW _____ Award # _____

1. **Scope:** This contract may be used by all state agencies, universities, public schools and political subdivisions of the state. Users of this contract must receive possession of their order at the contractor manufacturers' facility.

2. **Changes:**

State of Oklahoma contract period January 1, 2008 through December 31, 2008

Renewal: This contract may be renewed for two additional one year periods upon mutual agreement by both parties under these same terms and conditions not to exceed the date of the State of Utah contract period.

Extension of Contract: The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

Non-Appropriation: The terms of this agreement and any purchase order issued for multiple years under this agreement are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, the procuring agency may terminate its obligations under this agreement if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The procuring agency's decisions as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.

Choice of Law: Any claims, disputes, or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Contract shall be governed by the laws of the State of Oklahoma.

Choice of Venue: Venue for any action, claim, dispute or litigation relating in any way to this contract shall be in Oklahoma County, Oklahoma.

Liability: To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma Law, such limitation of liability shall be void.

Termination for Cause: This contract can be canceled by vendor/supplier for just cause with a 30 day written request and upon written approval from the Central Purchasing Division. The State may cancel this contract with just cause upon written notification to the vendor/supplier. Immediate cancellations shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice. If this contract is terminated, then the State shall be liable only for payment under the payment provisions of this contract for goods or services rendered before the effective date of termination.

Termination For Convenience: Each party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such delimit (or such additional cure period as the non-defaulting party may authorize).

Provided that Contractor is in default of this Agreement, the State may terminate this Agreement, in whole or in part, by written notice to Contractor if Contractor becomes Solvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise,

The State may terminate this Agreement, in whole or in part, immediately, without notice, if: (1) The State deems that such termination is necessary to prevent or protect against fraud or otherwise protect the State's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts.

Audit and Records Clause. (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain records relative to this contract for the duration of the contract and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

Contract Usage Reporting Requirements.

(a) Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities. Report must provide the "cost avoidance" calculation determined by the difference in list price, GSA and the price sold under this contract.

(b) Reports shall be submitted quarterly regardless of quantity.

(c) Usage Reports shall be delivered to Central Purchasing Division within 30 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision.

(d) Contract quarterly reporting periods shall be:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

(e) Failure to provide usage reports shall result in cancellation or suspension of contract.

3. **Primary Contact:** The primary government contact individual for this participating addendum is as follows:

Laura Bybee, CPO.
Central Purchasing Division
2401 N. Lincoln Blvd. Suite 116
Oklahoma City, OK. 73105
405-522-1037 (T)
405-522-1078 (F)

This Addendum and the Price 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 Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Addendum and the Price 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 Addendum as of the date of execution by both parties below.

Government Entity: Central Purchasing Division

By: Betty Cairns

Name: Betty Cairns

Title: State Purchasing Director

Date: 1-8-08

Contractor: World Communication Center Inc.

By: Gina M. Martinez

Name: Gina M. Martinez

Title: General Manager

Date: 1/2/08

ORDERING INFORMATION:

World Communication Center, Inc

Teri Petram OR Sam Romey 1-480-857-6566

1347 N Alma School Road

Suite 150

Chandler, AZ 85224

Office: 1-480-857-6656 or 1-800-211-2575

Fax: 1-480-857-6898

Email: teri.petram@wcclp.com; sam.rome@wcclp.com

Web site: www.wcclp.com

WCC provides 24/7 live support