

AMENDMENT NO. 2

To

The State of Arkansas

Wireless Services State Contract #ST-04-0357

This Amendment (the "Amendment") is entered into as of July 14, 2008 ("Effective Date") by and between AT&T Mobility National Accounts LLC, successor in interest to Cingular Wireless LLC ("AT&T") and the State of Arkansas ("Arkansas" or "Customer").

Section 1. Recitals.

1.1 AT&T and Customer entered into that certain Wireless Services State Contract #SP-04-0357 dated March 11, 2006, as amended (the "Contract").

1.2 AT&T and Customer desire to amend and make certain changes to the Contract as described in this Amendment.

Section 2. Agreement to Amend Contract. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Customer hereby agree to amend the Contract pursuant to the terms and conditions of this Amendment. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract; provided, however, that except where noted, all references to "AT&T" in this Amendment have the same meaning as "Cingular" and all references to "Cingular" in the Contract mean "AT&T".

Section 3. Amendments to Contract.

3.1 Plans. AT&T will provide the Plans set forth on Exhibit A, attached hereto and incorporated herein by reference, to the Customer in accordance with this Amendment. Except as otherwise provided in the Contract, these Plans will be subject to their corresponding marketing materials in effect from time to time.

3.2 Equipment. AT&T will provide the Equipment set forth in Exhibit B, attached hereto and incorporated herein by reference, to the Customer in accordance with this Amendment.

3.3 iPhone Solution. AT&T will provide the iPhone Solution to Customer in accordance with the terms and conditions set forth in Exhibit C, attached hereto and incorporated herein by reference.

3.4 Notices. The address notice provisions for AT&T set forth in the Contract is hereby deleted and replaced with the following:

AT&T Mobility Contracts
Attn: 4C Administrative Assistant
1900 Gallows Road
Vienna, VA 22182

Phone Number 703-506-5232

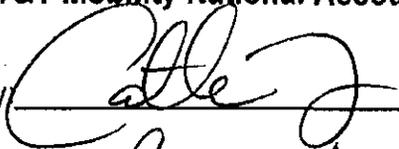
Fax No. 866-818-0524

Section 4. Restatement of Contract. The terms and conditions of the Contract, as modified by this Amendment, are hereby restated and ratified by AT&T and Arkansas. All such terms and conditions are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Amendment's Effective Date.

AT&T Mobility National Accounts LLC

State of Arkansas

By: 
Name: CATHLEEN M. PRYOR
Title: VP CONTRACTS
Date: 7/15/08

By: 
Name: JANE BENTON
Title: DIRECTOR, OSP
Date: 7-14-08

EXHIBIT A

1. Enterprise Data Plan for iPhone

Monthly Service Charge: \$45.00

Includes unlimited data and visual voicemail.

*This Plan must be selected for Company Accounts and Employee Accounts that intend to access corporate email, company intranet sites, and/or other business applications through the iPhone solution.

2. Data Plan for iPhone

Monthly Service Charge: \$30.00

Includes unlimited data and visual voicemail.

For both Plans, AT&T also imposes a monthly Regulatory Cost Recovery charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on AT&T. These are not taxes or government-required charges. Charges for usage while roaming internationally: \$0.50 for each text message sent and \$0.0195 for each kilobyte used. Standard rates apply to all incoming messages. Additional charges for premium messages and content apply. For coverage information and maps, please visit att.com/wirelesscoveragemap or att.com/wirelessbroadbandconnect.

EXHIBIT B

3G iPhone: \$199 for 8GB (black)

\$299 for 16GB (black)

EXHIBIT C

iPhone Solution

1. General. Pursuant to the terms and conditions of the Contract and this Exhibit, AT&T will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to Customer and its qualified Company Accounts and Employee Accounts (Company Accounts and Employee Accounts are, at times, referred to together herein as "End Users"). The iPhone Solution is not available to Customer's Employee Accounts who participate in AT&T's Split Billing Program.

2. Contribution Toward Program Requirements and Commitments. Customer's End Users with the iPhone Solution and the Service Revenue generated by such End Users will be included for purposes of determining whether Customer meets the program eligibility requirements set forth in the Contract.

3. Plans. The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the End User has an iPhone that is compatible with (a) both the AT&T GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network ("iPhone 3G"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones.

3.1 Plan Requirements for iPhone 3G. End Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an iPhone 3G-eligible Enterprise Data Plan for iPhone or iPhone 3G-eligible Data Plan for iPhone. **Use of iPhone to access corporate email, company intranet sites, and/or other business applications requires an iPhone 3G-eligible Enterprise Data Plan for iPhone.**

4. Apple iPhone Terms and Conditions. The iPhone Solution utilizes third party software and, accordingly, is subject to certain additional Apple iPhone Terms and Conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs with the iPhone Solution, Customer acknowledges and agrees to such Apple iPhone Terms and Conditions found in the iPhone box and at <http://www.apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time.

5. Discounts.

5.1 Service Discount. Except as otherwise provided in the Contract regarding Voice Service Plans that do not qualify for the Service Discount, AT&T will provide the Service Discount and any applicable credit or waived fee described in the Contract with respect to End Users activated on the iPhone Solution.

5.2 Equipment Discount. Notwithstanding anything to the contrary in the Contract, Customer and its End Users will **not** receive the Equipment Discount, or any other discount or promotion described in the Contract, on iPhones or Apple-branded accessories.

6. Restrictions. The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

7. Policies and Processes. Customer and its End Users must follow the policies and processes established by AT&T to purchase iPhones and to activate, migrate to or from, or terminate the iPhone Solution, as such policies and processes may be modified from time to time.

Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in AT&T retail locations and through Premier (for Company Accounts only), and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.