



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 CPHONE07B

PAGE
 1

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 13

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

PO#9908
 *709062035 304-541-7381
 ATT MOBILITY
 7229 PARKWAY DR # 200
 HANOVER MD 21076-1317

SHIP TO
AGENCY COPY
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
10/24/2009	NET 30	912016656	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
DELIVERY DATE	CAT. NO.	ITEM NUMBER	UNIT PRICE
CHANGE ORDER #13			
TO ADD CURRENT CORPORATE RESPONSIBILITY USER (CRU) DEVISE LIST AND NETMOTION WIRELESS MOBILITY XE8.5			
EFFECTIVE DATE: MARCH 11, 2009			
***** NO ADDITIONAL CHANGES *****			
			PURCHASING DIVISION CERTIFIED ENCUMBERED OCT 27 2009 <i>Beverly Toler</i>
PREVIOUS PO TOTAL==>			OPEN END
PO NET CHANGE (+)==>			.
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>			OPEN END
			TOTAL

Samuel Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* 10/24/09
 JO ANN ADKINS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



ATT Mobility
Government Solutions Group
7229 Parkway Drive
Hanover, MD 21076-1317

January 19, 2009

Jo Ann Adkins
Dept of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Jo Ann,

This letter is to notify you of a product that is currently not on CPHONE07B that AT&T would like to offer the State of WV. This product is the NetMotion Wireless Mobility XE 8.5. This product has been asked for by various State agencies but we have not been able to deliver to them since they have not been available on the contract.

Please find the Product Configuration and Pricing of the NetMotion Wireless Mobility XE 8.5 in Exhibit A below.

By viewing, downloading, or otherwise using any materials published by NetMotion® Wireless, Inc. ("NetMotion Wireless"), the State of West Virginia agree to be bound by those terms.

Please let me know if you have any questions.

Respectfully,

Cathleen Pryor
Vice President, Contracts
AT&T Mobility

RECEIVED
2009 JAN 23 AM 9:46
WV PURCHASING
DIVISION

NetMotion Wireless Mobility XE 8.5 Product Configuration and Pricing

Mobility XE Standard Edition

This program offers a cost-effective solution for small and medium businesses while maintaining the ability to quickly and easily upgrade and expand capacity.

	Mobility XE	Policy Module	NAC Module	Advanced Bundle (Policy & NAC)	Analytics
NetMotion Wireless Mobility XE	\$15,000	\$6,500	\$2,500	\$8,000	\$5,000
<ul style="list-style-type: none"> ▪ Includes licenses for up to 100 devices ▪ Includes 1 server license 					
Additional server license (each)	\$5,000	n/a	n/a	n/a	n/a
Additional registered device licenses ¹					
101 to 250	\$140	\$65	\$25	\$80	n/a
251 to 500	\$130	\$60	\$25	\$75	n/a
501 to 1000	\$120	\$55	\$25	\$70	n/a
1001+	\$110	\$50	\$25	\$65	n/a

¹Device licenses only available in 5-unit increments.

Mobility XE Enterprise Edition

Tailored for large enterprise deployments and organizations with multiple server sites.

	Mobility XE	Policy Module	NAC Module	Advance Bundle (Policy & NAC)
NetMotion Wireless Mobility XE Enterprise				
<ul style="list-style-type: none"> ▪ Includes licenses for up to 1000 devices ▪ Includes unlimited server licenses ▪ Includes Analytics Module 	\$105,000	\$45,000	\$20,000	\$55,000
Additional registered device license ¹	Per device	Per device	Per device	Per device
1001+	\$55	\$45	\$20	\$55

¹Device licenses only available in 25-unit increments.

Maintenance – Standard & Premium

The first year of maintenance is required on all Mobility XE purchases. After the first year, maintenance is optional. Renewal fees will be based on current licensing prices for Mobility XE and Policy Management, Network Access Control (NAC) and Analytics modules at the time of renewal.

NetMotion Wireless offers both Premium and Standard Maintenance levels. Premium Maintenance is available at 25 percent of the total published Mobility XE licensing fees. Premium Maintenance includes enhanced support levels, major version upgrades and other benefits as outlined for a 12 month period.

NetMotion Wireless Mobility XE Standard Maintenance is available for 15 percent of the total published Mobility XE licensing fees. Standard Maintenance provides the benefits outlined in this document.

	Standard	Premium
Technical support: 5:00am – 5:00pm PT, M-F	X	X
Technical phone support: 24x7 (severity level 1 & 2 only) ¹		X
Guaranteed response times based on severity level		X
Cumulative discounts – purchase future device licenses at volume discount prices based on your total deployment size.	X	X
Discounts on major upgrades	Minimum of 50% off MSRP	No Charge ²
Minor upgrades and maintenance releases	X	X
Access to tech notes and web-based support	X	X

¹ Please see the NetMotion Wireless software license agreement for full description of severity levels.

² Organization must currently own latest version of software to qualify for free major version upgrades.

Maintenance – Multiple Year Terms

NetMotion Wireless also provides a tiered maintenance plan when multiple year terms are purchased.

Term	Standard	Premium
1 year	15%	25%
2 years	14%	22%
3 years	13%	20%

Consulting

NetMotion Wireless consulting services are available for customers who require additional assistance on NetMotion Wireless products. Consulting services are billed at \$5,000 per day plus travel expenses. Consulting can include the following:

- On-site Mobility XE installation support
- Training on Mobility XE installation and maintenance
- Mobility XE Policy creation

Upgrading to Mobility XE 8.5

Standard maintenance customers can take advantage of the following upgrade discounts:

- Customers with Level 3 (Mobility XE 7.x) can receive a 65% discount off of current Mobility XE pricing.
- Customers with Level 2 (Mobility XE 6.x) can receive a 60% discount off of current Mobility XE pricing.

For more information, please contact your NetMotion Wireless sales representative, or call 206.691.5555

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ATT Mobility
Government Solutions Group
7229 Parkway Drive
Hanover, MD 21076-1317

January 14, 2009

Jo Ann Adkins
Dept of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Jo Ann,

This letter is to notify you of a new and updated Corporate Responsibility User (CRU) device list AT&T would like to add to CPHONE07B. The pricing is for new CRU activations only.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink that reads "Cathleen M. Pryor".

Cathleen Pryor
Vice President, Contracts
AT&T Mobility



Current available device list for the State of WV - CPHONE07B

Subject to availability

Manufacturer	Device Name	**WV State Corporate Responsibility User (CRU) New Activation Price	Options (colors, w/ or w/o camera etc)
AT&T Nokia	Quickfire	\$179.99	grey, lime green, orange
	2600*	\$0.00	black or red
	2610	\$0.00	black
	6085	\$19.99	black or pink
	6650*	\$139.99	gray, red
Pantech	C520	\$49.99	
	Slate*	\$69.99	
	Matrix*	\$159.99	blue, red, black
	C610*	\$129.99	red
	C630	\$119.99	
Sony-Ericsson	W350*	\$29.99	white, black, blue
	W760a*	\$159.99	red, black
LG	CU405	\$149.99	
	Shine (CU720)	\$139.99	red, blue, white
	Invision*	\$169.99	
	VU	\$274.99	
	Incite*	\$199.99	
Samsung	A227	\$9.99	black
	A237	\$9.99	blue, red, black
	A637*	\$69.99	
	A777*	\$139.99	red, blue
	Rugby*	\$129.99	black, yellow, burgandy
	Propel (A767)*	\$159.99	blue, red, white, green
	Access (a827)*	\$149.99	
	Blackjack II	\$179.99	red, pink, blue, black
	Epix*	\$299.99	
	Eternity*	\$219.99	
HTC	FUZE*	\$249.99	with or without camera
Motorola	V9X*	\$249.99	
	Z9*	\$249.99	
	Q9h*	\$199.99	replaces Q9
	Tundra*	\$199.99	
RIM/Blackberry	8820	\$249.99	
	Curve (8310)	\$199.99	red, titanium
	Curve (8320)*	\$249.99	
	Pearl (8110)	\$149.99	red, grey
	Pearl (8120)	\$249.99	pearl, black
	BOLD*	\$99.99	
Palm	Centro	\$149.99	black, blue, white
Sierra Wireless	AC881 (pcmcia)	\$149.99	
	Mercury (USB)*	\$99.99	
Option	Quicksilver (USB)*	\$99.99	
	GT Ultra (pcmcia)	\$99.99	

* New device

** Pricing requires new activation

AGREEMENT ADDENDUM

TO NETMOTION WIRELESS, INC. END USER LICENSE AGREEMENT

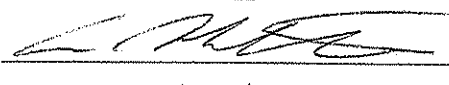
This addendum applies to any NetMotion Wireless, Inc. End User License Agreement (EULA) applicable to an end user of NetMotion Mobility XE under the AT&T contract with the State of West Virginia. In the event of conflict between this addendum and the EULA, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA

NETMOTION WIRELESS, INC.

Signed: 

Signed: 

Title: Afton L. Hutson

Title: SVP - Sales & Marketing

Date: 8-18-2009

Date: 7-24-09

Approved as to form prior to signature this 1st day of July, 2009 by WV Department of Administration

, Deputy Attorney General

LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE
0001		985-77		STATEWIDE CONTRACT FOR CELL SERVICE	_____	_____
		SIGNATURE	_____		DATE	_____

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE