

MASTER SERVICES AGREEMENT

Between

**THE REGIONAL 9-1-1 BOARD
An entity created by 74 O.S. 1002 et seq.,
THE CITIES OF CLAREMORE
COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, SAND SPRINGS, SAPULPA and TULSA,
THE TOWN OF SKIATOOK,
ROGERS COUNTY, OKLAHOMA,**

And

**SOUTHWESTERN BELL TELEPHONE, L.P. , D/B/A AT&T
OKLAHOMA**

MASTER SERVICES AGREEMENT
(Incorporation of Part 1 of the Response to Request for Bid)

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between The Regional 9-1-1 Board, an entity created by 74 O.S. 1002 et seq., the cities of Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa and Tulsa, the Town of Skiatook and Rogers County ("Customers"), and Southwestern Bell Telephone, L.P. a Texas limited partnership d/b/a AT&T Oklahoma ("AT&T Oklahoma").

INTRODUCTION

The parties agree that the following terms and conditions will govern AT&T Oklahoma's sale or lease and Customers' purchase or rent of certain equipment, database management and network transport Services (collectively, the "Services") for use by Customers to provide Enhanced 9-1-1 service to telecommunications more specifically set out in this agreement.

AT&T Response to Second Request for Bid dated February 19, 2007 ("Response") is attached hereto and incorporated herein by reference in its entirety. Except as otherwise provided in the text of this Master Service Agreement or Addenda, the terms of the Response are controlling over the terms of the Agreement.

By entering into this agreement, the parties hereby waive any defect in bidding that may have occurred.

As used in this Agreement, "Customers" means one or more Customer, depending on the context. "Agreement" means this Master Service Agreement and all Addenda in effect no matter when executed.

I. DESCRIPTION OF SERVICES, PRICING AND ADDENDA

AT&T Oklahoma agrees to provide Services as described herein and in Addenda attached hereto. ("Addenda")

II. COMPENSATION

AT&T Oklahoma will bill and Customers will pay to AT&T Oklahoma, on a monthly basis, in advance, or as otherwise specified in an Addendum, the charges set forth in this Agreement. Except as otherwise provided in this Agreement, the prices do not include any independent company or inter-

exchange carrier charges, intra-building network cable, simple inside wire, repair services for such cable and wire, or wiring associated with Customers' equipment.

Payment of charges is due on the date specified on the bill or as otherwise set forth in this Agreement. Customers agree to pay a late payment fee as set by law if payment is not made on or before the due date.

In the event of a billing dispute, Customers shall pay the undisputed portion on the payment due date. If a dispute is subsequently resolved in AT&T Oklahoma's favor, Customers will be liable for the disputed portion plus the late fee specified above. If the dispute is resolved in Customers' favor, Customers will not be liable for the late fee on the withheld payment.

III. INTERRUPTED OPERATION

Customers understand and agree that AT&T Oklahoma does not guarantee uninterrupted operation of the Services sold hereunder. Suspension of operation of either E9-1-1 system may become necessary during maintenance of the Services.

IV. ERRANT SERVICE REQUEST

If within a 30 day time period AT&T Oklahoma responds to a second report from the same Customer of a service problem(s) that does not involve the Services covered by this Agreement, AT&T Oklahoma will invoice Customer for a service call at AT&T Oklahoma's then prevailing standard rate. AT&T Oklahoma will obtain Customer's approval of the work and the amount to be charged therefor prior to performance of any work that it notifies Customer will be billed as an errant service call. The Customer approving the work agrees to pay such invoice within thirty (30) days of receipt. AT&T Oklahoma will not attempt to correct any problem that does not involve the Services provided pursuant to this Agreement.

V. TERMINATION OF AN ADDENDUM; SUSPENSION OF SERVICES

No Addendum may be terminated, suspended or canceled except as expressly permitted by this Agreement. Notwithstanding any other term or provision in this Agreement or in any Addendum to the contrary, either party may, at its election and upon written notice, terminate, suspend or cancel any Addendum or this Agreement without any further liability or obligation to the other party in the event that:

A. The other party is in material breach of or default under such Addendum, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; Provided, however, if the alleged breach is of a type that cannot reasonably be remedied within thirty (30)

business days, and AT&T Oklahoma starts work on a remedy within thirty (30) days, Customers cannot terminate for breach until and unless AT&T Oklahoma is reasonably determined to be unable to remedy the breach, and then shall give first a new thirty days' notice of its intent to terminate.

B. Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an amendment, ruling, regulation, directive, decree or judgment which restricts or prohibits any party from continuing, impairs any party's ability to continue, or requires any material modification of this Agreement or any Addendum which has a material negative effect on Customers.

C. Upon termination, Customers agree to pay AT&T Oklahoma all amounts due for Services provided by AT&T Oklahoma up to and including the effective date of termination. Termination shall constitute a full and complete discharge of all parties' obligations. Customer acknowledges, however, that determining the precise damages that AT&T OKLAHOMA will incur due to Customer's early termination will be difficult and uncertain. Accordingly, Customer also agrees to pay AT&T OKLAHOMA an Early Termination Charge to compensate AT&T OKLAHOMA for the damages caused by Customer's early termination. Said termination charge shall be paid prior to the expiration of this Agreement. Unless the Addendum applicable to the terminated Service states otherwise, the Early Termination Charge that Customer shall pay shall be equal to Twenty Percent (20%) of the amount derived by multiplying the billed monthly price for the disconnected service by the months remaining in the Term of the Addendum hereto under which the terminated Service(s) have been provided. The Parties agree that the resulting amount reasonably approximates the value of the damages AT&T OKLAHOMA would incur in the event of Customer's early termination.

After the expiration of the term of this Agreement or any Addendum, any party may terminate this Agreement or an Addendum without cause and for convenience upon 30 days' prior written notice to all other parties.

VI. WARRANTIES

AT&T Oklahoma warrants that it has good title to 9-1-1 equipment and that the Equipment will perform in accordance with the manufacturer's published specifications during the warranty period set forth in this agreement and AT&T will use commercially reasonable efforts to subrogate any AT&T claims or rights against the equipment manufacturer to Customers. With respect to maintenance or professional services, AT&T Oklahoma warrants that the services will be performed in a professional manner. AT&T Oklahoma is providing a hosted solution, therefore the cost for repair or replacement of the equipment shall be born by AT&T Oklahoma during the initial term of this agreement.

VII. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

A. AT&T OKLAHOMA DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE OR PREVENT THIRD PARTY ACCESS TO CUSTOMERS'S NETWORKS. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN ANY ADDENDUM, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

B. TO THE EXTENT PERMITTED BY LAW, AT&T OKLAHOMA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE, INCLUDING DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY.

C. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOSS OF BUSINESS INCOME OR REVENUES OR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTS OR OMISSIONS OF ANY PARTY IN PROVIDING THE SERVICES HEREUNDER. IN NO EVENT WILL AT&T OKLAHOMA'S LIABILITY FOR DAMAGES CAUSED BY OR ARISING OUT OF ITS FAILURE TO PERFORM SERVICES IN A PROPER AND TIMELY MANNER EXCEED THE AMOUNT PAID BY CUSTOMERS TO AT&T OKLAHOMA FOR SUCH MATERIAL AND SERVICES.

D. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR LOST PROFITS, TOLL FRAUD, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES, OR OTHERWISE, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICES.

E. CUSTOMERS' SOLE AND EXCLUSIVE REMEDIES AGAINST AT&T OKLAHOMA, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES OR DAMAGES ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED BY AT&T OKLAHOMA, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED, TO THE EXTENT PERMITTED BY LAW, TO REPAIR OR REPLACEMENT OF THE SERVICES. IN ANY EVENT, AT&T OKLAHOMA'S LIABILITY SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE TARIFF OR THE AMOUNT PAID TO AT&T OKLAHOMA BY CUSTOMER UNDER THE APPLICABLE

ADDENDUM AND SHALL NOT ENCOMPASS ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF AT&T OKLAHOMA OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN AT&T OKLAHOMA, REGARDLESS OF THE FORM OF ACTION.

1. Customers understand and agree that AT&T Oklahoma's price reflects this limitation of liability.
2. In no event shall AT&T Oklahoma be responsible for the following:
 - a) Repair of damage due to Customers' failure to provide adequate electrical power or environmental conditions.
 - b) Repair of damages caused by misuse or neglect.
 - c) Repair of damages caused by Customers' existing wiring or damage to the existing wiring.
 - d) Repair of damage caused by accident and/or disaster, including but not limited to fire, flood, wind, lightning or water.
 - e) Repair of damage caused by the attachment of mechanical, electrical or electronic material or devices to the system that is not supplied or approved by AT&T Oklahoma.
 - f) Repairs which are impractical for AT&T Oklahoma to render because of alterations in or attachments to the system.

F. Upon Customers' request and prior approval of the amount to be charged and at AT&T Oklahoma's option, AT&T Oklahoma will provide any of the foregoing repairs identified in paragraph E 2 above, at its then prevailing standard service rate therefor.

VIII. NOTICES

Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by AT&T Oklahoma or Customers will be in writing and given or made by facsimile or similar communication or by certified or registered mail, return receipt requested, addressed to the respective parties as shown:

If to Customers:
Regional 9-1-1 Board
c/o INCOG
201 W 5TH
TULSA,, OK 74103
Attn.: Darita Huckabee

If to AT&T Oklahoma:
Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma
405 N. Broadway Room 710-B
Oklahoma City, OK 73102

Attn.: Area Manager E9-1-1 Public Safety
(Fax: 405 278 3501)

Such notice or demand will be deemed to be given or made when sent, if sent by facsimile or similar communication, or when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving thirty (30) days' prior written notice as above provided.

IX. TERM OF AGREEMENT

This Agreement will become effective upon execution by all parties and remain in full force for 1 year thereafter and will automatically renew for 4 additional 1 year periods subject to Customers' availability and appropriations of funds, unless terminated by any party pursuant to paragraph IV above. Addenda are coterminous with this Agreement, unless expressly provided in the Addendum. Upon expiration of the term, the Agreement may be extended on a month to month basis subject to the agreement of both parties and subject to provisions of individual addendum.

X. RESPONSE TO BID, ADDENDUM TAKES PRECEDENCE OVER AGREEMENT

Any term in an Addendum that directly conflicts with this Agreement will be deemed to control with respect to Services provided pursuant to that Addendum. Unless otherwise specifically stated, the terms of the Second Response to Request for Bid will be deemed to control with respect to Services provided pursuant to this Agreement and any Addendum.

XI. ASSIGNMENT

No party may assign or transfer its rights or obligations under this Agreement except with the prior written consent of all of the other parties, which consent will not be unreasonably withheld. Notwithstanding the foregoing, all parties will have the right to assign this Agreement to any present or future affiliate, subsidiary or parent corporation by securing consent, and may grant to any such assignee the same rights and privileges party enjoys under this Agreement. In addition, AT&T Oklahoma may subcontract any portion of the Services to be performed with prior written approval of all parties.

XII. CHOICE OF LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma and venue shall be established for all disputes in the District Court of Oklahoma. This Agreement is subject to the laws of Oklahoma pertaining to public indebtedness and notwithstanding any other provision of this Agreement, the Response or any Addenda; any agreement of customers herein to make payments is subject to the sufficient appropriation of funds for such purpose by Customers. In the event that it is determined by an administrative agency or court of law that this Agreement violates any laws, ordinances or regulations, AT&T Oklahoma shall have the option of terminating this Agreement with no further obligation to Customers.

XIII. CONFLICT OF INTEREST

Each party represents and warrants that no officer, director, employee or agent of another party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, "kickback" or any other consideration outside the specific terms of this Agreement in connection with or in contemplation of this Agreement or any future Addendum. Provided, however, the parties acknowledge that the Regional 9-1-1 Board anticipates hiring a project manager and may contact with one of the members of the Board after the execution of this Agreement to provide project management services to oversee the implementation of the terms of the Agreement.

XIV. CURE

AT&T Oklahoma will not be deemed to be in default under any term of this Agreement or any Addendum executed pursuant to this Agreement, and Customers will not seek or be entitled to enforce any remedy for any claimed default, unless AT&T Oklahoma fails to cure or correct same within ten (10) days following receipt of written notice from Customers.

Customers or any one of them will not be deemed to be in default under any term of this Agreement or any Addendum executed pursuant to this Agreement, and Customers will not seek or be entitled to enforce any remedy for any claimed default, unless Customers or any one of them fail to cure or correct same within thirty (30) days following receipt of written notice from AT&T Oklahoma.

XV. FORCE MAJEURE

AT&T Oklahoma will not be liable for any delay or failure to perform Services due to circumstances beyond its reasonable control including, by way of illustration only and not limitation, labor strikes, natural catastrophes, civil disturbances, material shortages, new or revised government regulations, fire, explosion, lightning, earthquake, power surges or failures, floods, storms, tornadoes, acts of

God, war, terrorist activities, delays caused by the other party equipment vendors or other similar causes. AT&T Oklahoma will be excused from performance during the period of such interference.

XVI. INDEPENDENT CONTRACTOR

Neither AT&T Oklahoma nor its employees, agents or representatives are employees, servants, partners or joint ventures of or with Customers. AT&T Oklahoma is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.

XVII. LABOR AND MATERIAL

AT&T Oklahoma will furnish all labor, tools, transportation, material and supplies specified in this Agreement except any items specifically listed in an Addendum or this Agreement as being furnished by Customers or others.

XVIII. MODIFICATION TO CONFORM TO LAWS

This Agreement and all obligations under will be subject to all applicable laws, rules and regulations (collectively, "Laws") including, by way of illustration and not limitation, the 1996 Federal Telecommunications Act. In the event this Agreement, or any of its provisions, Addenda or the operations contemplated hereunder, is found to be inconsistent with or contrary to any Laws, the latter will be deemed to control and, if commercially practicable, this Agreement will be regarded as modified accordingly and will continue in full force and effect as so modified.

If such modified agreement is not commercially practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in Addendum to comply with any Laws, then this Agreement may be terminated immediately by any party. In the event of such termination, Customers will pay AT&T Oklahoma all amounts due for Services provided by AT&T Oklahoma under this Agreement up to and including the effective date of termination.

XIX. NON-WAIVER

The failure of either party in its course of dealing to insist upon strict performance of any term, right or condition of this Agreement in any one or more instances shall not be construed as a waiver for the future of any such provision, but the same shall be and remain in full force and effect.

XX. RELEASES VOID

Customers will not require any waivers or releases of any personal rights from employees or representatives of AT&T Oklahoma in connection with the presence of such employees or representatives on Customers' premises, and no such releases or waivers will be pleaded by Customers or third persons in any action or proceeding.

XXI. RISK OF LOSS OR DAMAGE

Customers agrees to protect any items furnished by AT&T Oklahoma to Customers in connection with this Agreement, including all Addenda, and bear the risk of loss, theft or damage thereto while such items and/or other items are on Customers' premises until the Services are completed.

XXII. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement. The Agreement then will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of AT&T Oklahoma and Customers will be construed and enforced accordingly.

XXIII. SURVIVAL

Any obligation arising under this Agreement or any Addendum which by its nature will continue beyond the termination, cancellation or expiration hereof, including by way of illustration only and not limitation, those clauses entitled "LIMITATION OF LIABILITY", "SEVERABILITY", and "CONFIDENTIALITY" will survive the termination, cancellation or expiration of this Agreement.

XXIV. TAXES

In the event that Customer is liable under federal law for excise taxes or under state or local law for sales, use or similar taxes collected by AT&T OKLAHOMA on the Services (including any subcontractor's fees) provided under this Agreement and/or any Addendum, then AT&T OKLAHOMA will bill such taxes separately and Customer agrees to pay them.

XXV. ADDITION & EXECUTION OF ADDENDA

Whenever Customers desire AT&T Oklahoma to perform services in addition to those contained in this Agreement, or to change any services currently provided under this Agreement, Customers will request AT&T Oklahoma to prepare an

Addendum outlining the rights and obligations of the parties. The Addenda will (1) reference and incorporate the terms of this Agreement and all subsequent Addenda, (2) be sequentially numbered and fully executed by the parties, and (3) include in the term of the Addendum, a description of the features, type, quantity and rates for the Services, the location(s) where the Services will be provided, and any special terms and conditions.

If the terms set forth in an Addendum are acceptable, Customers will execute and return the Addendum to AT&T Oklahoma. If AT&T Oklahoma does not receive Customers' written acceptance of an Addendum within thirty (30) days of Customers' receipt, the Addendum may be deemed rejected.

Changes requested in services may include upgrades, downgrades and/or rearrangements of Services. Change charges may apply, and Customers will be advised of such charges at the time the change is requested. AT&T Oklahoma shall not be obligated to provide such changed services unless it consents and such changes have been reduced to writing in an Addendum that has been fully executed by the parties.

XXVI. GENERAL TERMS AND CONDITIONS

The terms and conditions of this Agreement are equally binding upon the Parties named herein, their heirs, assigns and successors in interest.

A. AT&T Oklahoma will rely on information provided by Customers and will not be responsible for any damages or costs that result from errors or omissions in such information. Except as otherwise provided in this Agreement, Customers will also obtain at their expense any necessary licenses, easements, permits and consents (including landlord's or mortgagee's consents) in connection with Services.

B. AT&T Oklahoma will have the right to suspend performance or to pursue any other remedies provided under this Agreement where Customers delay or fail to comply with this Agreement. If any of the measures described above are unreasonably expensive, Customers may request that AT&T Oklahoma suspend its performance under an Addendum until such time as an alternative remedy or course of performance is secured or agreed upon. If any such suspension lasts longer than thirty (30) days, AT&T Oklahoma may terminate that Addendum.

C. Provision of the Services is subject to the availability and operational limitations of the equipment and associated facilities. If the Services require use of Customers Equipment, such Customers' equipment must be compatible with AT&T Oklahoma's equipment and facilities and must conform to industry standards and specifications. Customers shall ensure the continuing compatibility of Customers' equipment.

D. Customers are responsible for the installation, operation and maintenance of Customers equipment. No combination of Customers' equipment shall: require change in or alteration of AT&T Oklahoma's equipment or services; cause electrical hazards to AT&T Oklahoma's personnel or damage to AT&T Oklahoma's equipment; cause the malfunction of AT&T Oklahoma's billing equipment; or cause degradation of service to other persons. Upon notice from AT&T Oklahoma that Customers' equipment is causing such hazard, damage, malfunction or degradation of the service, Customers shall promptly make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of the Service.

E. Customers shall provide AT&T Oklahoma with reasonable access to Customers' premises to enable AT&T Oklahoma to install, inspect, test, rearrange, maintain, repair or remove the Services. If AT&T Oklahoma responds to a request from Customers and access is denied or unavailable, standard time and material charges may apply.

F. It is a condition precedent to AT&T Oklahoma's obligations hereunder that: (a) Customer is not in default of Customers' obligations under this Agreement; and (b) the AT&T Oklahoma Network has not been damaged by Customer as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or electronic material or devices not supplied by AT&T Oklahoma, or any use that violates the instructions furnished by AT&T Oklahoma or the manufacturer.

G. According to the terms of the Second Response to Bid, AT&T Oklahoma agrees and understands that no Customer may enter into this Agreement or subsequent Addenda if AT&T Oklahoma is past due in payments to a Customer for any contract amount.

H. To the extent permitted by the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et seq. and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, Customer shall indemnify, defend and hold harmless AT&T OKLAHOMA, its parents, affiliates and subsidiaries, and their respective officers, directors, employees, agents, successors and assigns from and against any claim, loss or damage involving: (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from Customer's own communications; or (2) Claims for patent or intellectual property infringement arising from Customer's acts of combining or using the Services in connection with Customer Equipment; and (3) any claims arising or allegedly arising in whole or in part from the performance or omission of Customer of any action. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which

may be raised under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., where applicable, all such limitations, exemptions, and defenses shall be available to and may be asserted by the Board.

I. To the extent permitted by the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et seq. and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, Customers represent to AT&T Oklahoma that the limitation of liability for the provision of emergency services contained in Oklahoma law and in the AT&T Oklahoma General Exchange tariffs in Oklahoma apply to the services herein.

When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., where applicable, all such limitations, exemptions, and defenses shall be available to and may be asserted by the Board.

J. AT&T Oklahoma shall indemnify, defend and hold harmless Customers from and against any claim, or suit brought by a third party alleging the Services infringe such party's U.S. patents, trademarks or copyright on Intellectual Property, provided that Customers: (a) followed AT&T Oklahoma's reasonable instructions for use of any Intellectual Property associated with the Services; (b) did not modify the Services; (c) notifies AT&T Oklahoma promptly and in writing of any such claims; and (d) cooperates with and permits AT&T Oklahoma to control the defense, settlement or other handling of such claim or threatened claim to the extent of Customers rights, equipment and operability is not impaired. AT&T Oklahoma shall not be responsible for any claims resulting from Customers' combination of the Services with other products or services or Customers equipment.

K. Customers will schedule and coordinate the performance of work by suppliers, contractors or other entities working or present at a Customers' location in a manner which will not interfere with AT&T Oklahoma's performance of its Services within the time period specified in the applicable Addendum.

XXVII. USE OF CONFIDENTIAL INFORMATION

During the term of this agreement, each party may obtain confidential information from the other party. Written or other tangible confidential information must, at the time of disclosure, be identified and labeled as Confidential Information belonging to the disclosing party. When disclosed orally or visually, confidential information must be identified as confidential at the time of the disclosure with subsequent confirmation in writing within 15 days after disclosure. No party may during the term of this agreement and for 3 years thereafter disclose any of the other party's confidential information to any third party. No party may use the other party's confidential information except to perform its duties under this

Agreement. The confidential information restrictions will not apply to confidential information that is (1) already known to the receiving party (2) become publicly available through no wrongful act of the receiving party, (3) independently developed by the receiving party without the benefit of the disclosing party's confidential information, or (4) disclosed by the disclosing party which originated the confidential information to a third party without an obligation of confidentiality.

XXVIII. PUBLICITY

During the term of this agreement AT&T Oklahoma may refer to Customer, orally and in writing as Customer of AT&T Oklahoma and may publish a press release announcing in general terms that AT&T Oklahoma and Customers have entered into this Agreement, describing the general terms of the Agreement. Any other reference to any party by the other party requires written consent.

XXIX. ENTIRE AGREEMENT

This Agreement, including Addenda and applicable tariff, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof. No amendments, modifications, or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing. Each reference to a tariff provision in this Agreement shall be deemed to mean any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision during the term of this Agreement. In the case of a discrepancy between the tariffs, this Agreement and any Addendum the governing provision shall be first, the tariff, then, the Addendum, and finally this Agreement.

XXX. EXECUTION IN PARTS

This Agreement may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Upon execution of the parts, duplicate signature pages shall be sent to the Regional 9-1-1 Board c/o INCOG. INCOG shall compile a complete original and forward the same to AT&T Oklahoma and to each Customer.

XXXI. NOTICE OF TARIFF ACTIONS

The parties acknowledge and agree that portions of this agreement are governed and regulated by the Universal Emergency Number Service Tariff governing the delivery of 9-1-1 services in Oklahoma. AT&T Oklahoma agrees to provide the Regional 9-1-1 Board a copy of any application of any type that has been filed by AT&T Oklahoma with the Oklahoma Corporation Commission in which AT&T Oklahoma seeks to affect the Universal Emergency Number Service Tariff.

XXXII. ADDENDA

The following is a list of the addenda attached to the Agreement at the time of execution:

ADDENDUM 1	HOSTED E 9-1-1 SERVICES
ADDENDUM 2	INSTALLATION, MAINTENANCE & TRAINING
ADDENDUM 3	FRAME RELAY
ADDENDUM 4	DATABASE & SELECTIVE ROUTING
ADDENDUM 5	MAPPING

**ADDENDUM NO. 1 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
THE TOWN OF SKIATOOK, AND ROGERS COUNTY (Customers) and
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

HOSTED E9-1-1 SERVICES

(Incorporation of Part 2 of the Response to Request for Bid)

HOSTED SERVICE

1. AT&T Oklahoma's response to Part 2 of the Request for Bid (Response) is attached hereto and incorporated herein by reference.
2. AT&T Oklahoma agrees to provide and Customers agree to pay for Hosted E9-1-1 Service. Hosted Service shall be defined as the provision of all equipment and services necessary to provide accurate, NENA compliant Enhanced 9-1-1 service to Customers. Under a hosted service agreement, AT&T Oklahoma will retain ownership of all equipment and provides or contracts to provide all necessary services as specified in this Agreement. AT&T will be fully responsible for the repair or replacement of that equipment during the term of this agreement.
3. AT&T Oklahoma agrees to enter into all necessary contracts and arrangements with 9-1-1 network, service providers, database providers, voice recording equipment providers, and other such 9-1-1 service providers in order to provide Hosted E9-1-1 service to Customers.
4. All equipment, except customer premise equipment, will be located at AT&T Oklahoma sites with restricted access to personnel and authorized contractors.

EQUIPMENT

1. As part of this agreement, AT&T Oklahoma agrees to provide and Customers agree to pay for Plant CML Patriot 9-1-1 Call Taking system as more particularly described in, Part 2 of the Response.
2. Except for those component parts specifically excluded by the parties herein, any and all component parts required to make the call processing system fully

operational that are not described in this Agreement, shall be provided at AT&T Oklahoma's expense.

PAYMENT

1. Customers agree to pay their proportional monthly share of charges for Equipment, Maintenance, Network, Frame Relay, Selective Routing and Database; ("Services") to AT&T Oklahoma in the amounts identified in Attachment 1 to this Addendum.
2. Charges for services shall begin for each PSAP after the Hosted 911 System is in operational condition for 72 consecutive hours without major malfunctions (defined as Priority Three failures in paragraph 2.4.3 of Part 3 of the Response) and final acceptance for that PSAP has occurred. Minor issues (defined as Priority Four failures in paragraph 2.4.4 of Part 3 of the Response) shall not preclude acceptance. Charges shall equal 100% of the individual PSAP circuits, one time charges, database and frame relay and 85% of the monthly per position price per PSAP. Fifteen percent of the PSAP position price shall accrue but will be retained by the Regional 9-1-1 Board until final acceptance of the entire Hosted 911 System.
3. Payments for Services shall be made as follows.
 - A. AT&T Oklahoma will deliver monthly to the Regional 911 Board an itemized invoice showing 1/60th of the total Equipment and Maintenance charges (\$96,114.85 per month) and the monthly amount for all other Services in accordance with the prices stated in Attachment 1.
 - B. The Regional 911 Board will calculate the proportional share due from each Customer for all Services, and then invoice each Customer for that amount. Each Customer agrees to pay The Regional 911 Board the monthly invoiced amount. Payments are due 30 days from the receipt of the Board's invoice.
 - C. The Regional 911 Board shall aggregate the Customers payment and make one remittance to AT&T Oklahoma. Payments are due 30 days from the receipt of the invoice.
3. Proportions will be determined each fiscal year by INCOG by comparing the proportion of the population estimate of each Customer as compared to the population estimate of all Customers combined pursuant to the terms of the Interlocal Agreement creating The Regional 911 Board. Proportions for each jurisdiction for FY 2008 (July 1, 2007 to June 30, 2008) appear on Attachment 1 for reference.

4. As part of this Agreement, specifically identified Customers agree to purchase mapping hardware, software & warranty from AT&T Oklahoma as set out in the Addendum 5. AT&T Oklahoma shall separately itemize or separately invoice the mapping amount per jurisdiction so that The Regional 911 Board can pass those cost through to the Customers without including them into the proportional calculations.

SOFTWARE LICENSES

According to the terms of the Response, AT&T Oklahoma hereby grants to Customers a personal, nontransferable, non-exclusive license to use all software associated with this Agreement, on or with the corresponding Equipment. AT&T Oklahoma or its licensors shall retain and continue to own all right, title and interest in any software and all copies.

REPAIRS

Except as otherwise provided in this Agreement, AT&T OKLAHOMA will provide to Customers: (a) 24 hours x7 days x365 days per year support through the AT&T OKLAHOMA E9-1-1 Resolution Center, accessible by a Toll Free number. (b) dispatch service; and (c) diagnostic service and network monitoring from the central office. Except as otherwise provided in the Addenda, if AT&T OKLAHOMA dispatches its service technician to Customers' premises to respond to a trouble report regarding network Services and the service problem is found to be in or caused by Customers' equipment, standard time and material charges will apply. Customers agree to pay such charges.

ACCEPTANCE

The installed AT&T Hosted 911 system will be considered accepted when the Customer's representatives and AT&T agree that the following criteria have been met:

1. Installation shall be deemed complete when the Hosted 911 System is in an operating condition on a PSAP by PSAP basis. Minor issues (defined in Part 3 paragraph 2.4.4) not materially affecting system functionality shall be noted and shall be promptly remedied by AT&T. Minor issues will not preclude acceptance for each PSAP but must be resolved prior to final acceptance of the entire Hosted 911 System.

2. Acceptance will occur once the quality and reliability of the system has reached a level of stability such that the Hosted 911 system has been cut over, and has been in constant use as the primary source of 9-1-1 services for 72 consecutive hours without major malfunctions. Major malfunctions shall be defined as Any Priority 1, 2 or 3 failure (Part 3 paragraphs 2.4).

**ATTACHMENT 1
ADDENDUM 1**

		60 MONTHS		MONTHLY	ONE TIME		YEARLY		
EQUIPMENT & MAINTENANCE		\$5,766,891.00		\$96,114.85	\$0.00		\$1,153,378.20	Per position bid for equipment &	
								Per position cost for mapping	
END OFFICE TO TANDEM		LOCATION	QUANTITY	MONTHLY	ONE TIME			Net cost for equipment	
	5E woodcrest access to 911 tandem	Muskogee	4	\$200.00	\$535.00			This should match with the billin	
	5E woodcrest access to 911 tandem	Elgin	4	\$200.00					
	All remotes Skiatook, Sand Springs, Owasso, Collinsville, Claremore	Muskogee	12	\$600.00					
	All remotes Skiatook, Sand Springs, Owasso, Collinsville, Claremore	Elgin	12	\$600.00					
	National. Includes Catoosa, Tulsa Gen Adams & Temple	Muskogee	9	\$450.00	\$535.00				
	National. Includes Catoosa, Tulsa Gen Adams & Temple	Elgin	9	\$450.00					
	Jenks, Glenpool, Kiefer, Sapulpa & Riverside	Muskogee	8	\$400.00					
	Jenks, Glenpool, Kiefer, Sapulpa & Riverside	Elgin	8	\$400.00					
	Broken Arrow MEET POINT ONLY 5301 S. Elm Pl.	Muskogee	5	\$225.00	\$845.00				
	Broken Arrow MEET POINT ONLY 5301 S. Elm Pl.	Elgin	5	\$225.00					
	Kellyville	Muskogee	2	\$90.00	\$610.00				
	Kellyville	Elgin	2	\$90.00					
	Broken Arrow MEET POINT ONLY 122 W. Broadway	Muskogee	4	\$180.00	\$610.00				
	Broken Arrow MEET POINT ONLY 122 W. Broadway	Elgin	4	\$180.00					
	PSAP Training Trunks	Muskogee	1	\$50.00					
	PSAP Training Trunks	Elgin	1	\$50.00					
	Broken Arrow MEET POINT ONLY 201 E. Omaha	Muskogee	2	\$90.00	\$610.00				
	Broken Arrow MEET POINT ONLY 201 E. Omaha	Elgin	2	\$90.00					
	Rogers County (Muskogee Tandem, Woodcrest, National Chelsea, Inola, Talala Claremore)	Muskogee	13	\$630.00	\$3,570.00				
	Rogers County (Muskogee Tandem, Woodcrest, National Chelsea, Inola, Talala Claremore)	Elgin	13	\$630.00					
Totals			120	\$5,830.00	\$7,315.00		\$69,960.00	\$7,315.00	

**ATTACHMENT 1
ADDENDUM 1**

TANDEM TO TULSA PRIMARY & BACKUP PSAPs		QUANTITY	MONTHLY	ONE TIME				
Tulsa		29	\$1,885.00					
Tulsa Backup		29	\$1,885.00	\$13,910.00				
Claremore		4	\$260.00	\$1,220.00				
Collinsville		4	\$260.00	\$1,220.00				
Glenpool		4	\$260.00	\$1,220.00				
Jenks		4	\$260.00	\$1,220.00				
Owasso		5	\$325.00	\$1,970.00				
Rogers Co.		4	\$260.00	\$1,220.00				
Sand Springs		4	\$260.00	\$1,220.00				
Sapulpa		4	\$260.00	\$1,220.00				
Skiatook		4	\$260.00	\$1,220.00				
Totals		95	\$6,175.00	\$25,640.00		\$74,100.00	\$25,640.00	
TULSA PSAPs TO ALL OTHER PSAPs	LOCATION	QUANTITY	MONTHLY					
Muskogee		1	\$1,677.00		Paper bill says INCOG Host 3 and INCOG Host 4; Electronic			
Tulsa Elgin		1	\$1,677.00		Paper bill says INCOG Host 1 and INCOG Host 2 and Tulsa			
Tulsa Primary	807 E. Oklahoma	1	\$1,079.00					
Tulsa Backup	911 Civic Center	1	\$1,079.00					
Claremore	200 W. 1st	1	\$343.36					
Collinsville	1023 W. Center	1	\$343.36					
Glenpool	140 W. 141	1	\$343.36					
Jenks	211 N. Elm	1	\$343.36					
Owasso	111 N. Main	1	\$343.36					
Rogers Co.	201 S. Cherokee	1	\$343.36					
Sand Springs	100 E. Broadway	1	\$343.36					
Sapulpa	20 N. Walnut	1	\$343.36					
Skiatook	120 S. Broadway	1	\$343.36					
Totals		13	\$8,602.24			\$103,226.88		

**ATTACHMENT 1
ADDENDUM 1**

SELECTIVE ROUTING & DATABASE			EAs						
	Claremore		10	\$950.00					
	Collinsville		3	\$285.00					
	Glenpool		4	\$380.00					
	Jenks		7	\$665.00					
	Owasso		12	\$1,140.00					
	Rogers Co.		25	\$2,375.00					
	Sand Springs		9	\$855.00					
	Sapulpa		22	\$2,090.00					
	Skiatook		8	\$760.00					
	Tulsa		322	\$30,590.00					
Totals	Total		422	\$40,090.00			\$481,080.00		
Grand Total				\$156,812.09	\$32,955.00		\$1,881,745.08	\$32,955.00	
MAPPING			Workstations						
	Claremore		2	\$236.90					
	Collinsville		2	\$236.90					
	Glenpool		2	\$236.90					
	Jenks		2	\$236.90					
	Owasso		3	\$355.35					
	Rogers County		2	\$236.90					
	Sand Springs		2	\$236.90					
	Sapulpa		2	\$236.90					
	Skiatook		2	\$236.90					

		ANNUALLY	ONE TIME	60 MONTHS					
EQUIPMENT		\$1,153,378.20		\$5,766,891.00					
EO to TANDEM		\$69,960.00	\$7,315.00	\$357,115.00					
TANDEM to TULSA P & B		\$74,100.00	\$25,640.00	\$396,140.00					
TULSA P&B TO OTHERS		\$103,226.88		\$516,134.40					
S/R & DATABASE		\$481,080.00		\$2,405,400.00					
		\$1,881,745.08	\$32,955.00	\$9,441,680.40					
JURISDICTIONS*	PERCENT SHARE	ANNUALLY*							
ALL JURISDICTIONS	100%	\$1,888,336.08							
Claremore	2.91	\$54,950.58							
Collinsville	0.73	\$13,784.85							
Glenpool	1.52	\$28,702.71							
Jenks	2.22	\$41,921.06							
Owasso	4.03	\$76,099.94							
Rogers co	8.47	\$159,942.07							
Sand Springs	3	\$56,650.08							
Sapulpa	3.5	\$66,091.76							
Sapulpa Contractees	0.6	\$11,330.02							
Skiatook	1.07	\$20,205.20							
Tulsa	64.87	\$1,224,963.62							
Tulsa Contractees	7.08	\$133,694.19							

ATTACHMENT 1
ADDENDUM 1

*The figures above are based on database population and only apply to the PSAPs listed.							
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**ATTACHMENT 1
ADDENDUM 1**

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**ATTACHMENT 1
ADDENDUM 1**

[illegible]

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**ADDENDUM NO. 2 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
THE TOWN OF SKIATOOK, AND ROGERS COUNTY (Customers) and
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

INSTALLATION, WARRANTY, MAINTENANCE & TRAINING

(Incorporation of Part 3 of the Response to Request for Bid)

1. AT&T Oklahoma's response to Part 3 of the Response to Request for Bid (Response) is attached hereto and incorporated herein by reference. AT&T Oklahoma agrees to provide, installation, warranty, maintenance & training in a manner more specifically set out therein.
2. AT&T Oklahoma will be responsible for procuring and installing all equipment, network, frame relay and all related equipment, hardware, software or services needed to provide a "turn key" installation from 9-1-1 Caller to Dispatcher.
3. AT&T Oklahoma shall designate one (1) individual as the Project Manager for the entire term of the installation. The Project Manager shall manage follow-up and resolution of outstanding issues, coordinate resources among other AT&T representatives and entities to ensure compliance with timelines, stay abreast of all aspects of this project and be responsive to inquiries and requests associated with the project outlined in this Agreement. AT&T must notify the Regional 911 Board in writing at least 10 business days in advance of any permanent change of the individual fulfilling this Project Manager role.
4. Customers will designate one individual Project Manager for the entire term of the installation. The Project Manager shall be a single point of contact for AT&T on all issues that affect more than one PSAP. The PSAP managers and the Project Manager will work together with AT&T Oklahoma on all issues that affect only 1 PSAP. AT&T will keep the Project Manager informed as to the status of installation projects. The Project Manager, the Customers and AT&T will work together to assure proper installation of equipment and services under this Agreement.
5. At Customer's option, AT&T Oklahoma will dispose of existing telephone equipment and cable that is abandoned as a result of the new system installation.

6. The installation of Services shall be conducted pursuant to the "Proposed Implementation Schedule" which is attached hereto and referred to as it was in the Response as Attachment 10.

7. AT&T Oklahoma agrees that preliminary and final acceptance of the equipment and service shall take place according to the "Preliminary and Final Test Plan" which is attached hereto and referred to as it was in the Response as Attachment 11. With regard to equipment or service that is specific to an individual PSAP, the PSAP manager will initial the plan as "Customer". With regard to equipment or service that applies to more than one PSAP, the Project Manager appointed by the Regional Board will initial the plan as "Customer".

8. AT&T Oklahoma agrees to provide Warranty & Maintenance as outlined in the Second Response to Bid. All applicable warranty and maintenance terms shall not begin to run until final acceptance of the entire Hosted 9-1-1 system. Since AT&T Oklahoma is providing a hosted solution, the responsibility for and payment of costs for repair or replacement of malfunctioning equipment, hardware or software shall be fully born by AT&T Oklahoma during the term of this agreement and any extension thereto.

9. AT&T Oklahoma agrees to provide at the election of Customers for extended maintenance beyond the end of year 5, for up to 2 years at a price not greater than \$1568.35 per workstation per month in year 6 and \$1582.22 per workstation per month in year 7. AT&T Oklahoma will notify Customers at least 90 days prior to expiration of their right to elect the extended warranty. Customers must notify in writing AT&T Oklahoma of their intent to elect extended maintenance at least 30 days prior to the end of the Master Service Agreement. If Customers comply with this notice provision, AT&T Oklahoma agrees that there will be no period of time after year 5 and before the beginning of year 6 without maintenance coverage.

10. AT&T Oklahoma agrees to provide training to Customers' employees pursuant to the terms of the Response.

**ADDENDUM NO. 3 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
THE TOWN OF SKIATOOK, AND ROGERS COUNTY (Customers) and
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**FRAME RELAY SERVICE
NETWORK SERVICE**

(Incorporation of Appendix B of the Response to Request for Bid)

1. AT&T Oklahoma agrees to provide and Customers agree to pay for frame relay service more specifically described in Appendix B response 10 and 10a to the Response to Request for Bid (Response) which is attached hereto and incorporated herein by reference with the changes noted herein.
2. At the time of the execution of this contract, the location of the Tulsa Backup PSAP is in doubt. Appendix B anticipated providing 9 meg of bandwidth to the 9-1-1 Civic Center as Tulsa's Backup location. In the event that the backup location is moved, AT&T Oklahoma agrees to provide frame relay service to the new location or locations, according to the terms of a subsequent Addendum, which the parties agree to enter into specifying the charges incurred, if any, for a change in the Tulsa Backup PSAP location.
3. Should any PSAPs choose to consolidate answering points or to move its PSAP during the term of this agreement, AT&T Oklahoma agrees to disconnect the frame relay and to forgo the charges for frame relay service for the terminating PSAP as defined in this agreement, and to negotiate changes to the frame relay service, if any, to the consolidated or new PSAP at the then tariffed rates.
4. AT&T Oklahoma agrees to provide and Customers agree to pay for Network Services more specifically described in Appendix B response 8 and 9 to the Response.
5. All terms, conditions, rules and regulations set forth in the "Enhanced 9-1-1 Universal Emergency Number Service" tariff are incorporated by reference herein.
6. The prices itemized for Network Service in Appendix B are good for a term of 60 months from final acceptance of this agreement. The price for subsequent

terms, if any, shall be the price in AT&T Oklahoma's tariffs for such services in effect on the 6th-year renewal date of this Agreement.

7. The Parties agree that the network requirements will be audited annually to determine if additional trunking capacity is needed based on the previous year's usage. If additional capacity is needed, the parties will execute an Addendum pursuant to the terms of this Agreement, specifying the additional capacity. The price will be the tariffed price for such services in effect on the 6th-year renewal date of this Agreement.

8. AT&T Oklahoma retains ownership of all network equipment and services.

9. Upon request by AT&T Oklahoma, Customers will furnish new streets or subdivisions or ESN maps to the person AT&T Oklahoma designates in order for AT&T Oklahoma to update PSAP response boundaries. Customers will cooperate with AT&T Oklahoma to provide updated geographical information as needed.

10. AT&T Oklahoma will provide network from the selective router to ILEC meet points, and end office to PSAP trunks to be handed off at the ILEC meet points.

11. The Network Service is provided solely for the benefit of Customers. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any AT&T Oklahoma obligation toward any right of action on behalf of, any third party or other legal entity.

12. AT&T Oklahoma does not undertake to answer and forward Enhanced 9-1-1 calls, but to furnish the use of its facilities to enable Customers to respond to such calls with Customers' personnel on Customers' premises.

13. AT&T Oklahoma shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T Oklahoma has been so notified and has had a reasonable time for repair shall in no event exceed an amount equivalent to the charges for the service affected for the period following notice from Customers until Service is restored.

**ADDENDUM NO. 4 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
THE TOWN OF SKIATOOK, AND ROGERS COUNTY (Customers) and
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**DATABASE SERVICES
(incorporation of Appendix B of the Response to Request for Bid)**

1. AT&T Oklahoma agrees to provide and Customers hereby agree to pay for Database Management Services more specifically described in Appendix B response 11 and 12 to the Response to Request for Bid (Response) which is attached hereto and incorporated herein by reference.
2. Database Management Service shall be priced at \$95.00 per 1,000 EAAs per month to be paid in advance. The number of EAAs per Customer and the total monthly cost per Customer at the time of the execution of this agreement appears in the attached Appendix B.
3. Annually, upon the date of the execution of this agreement, AT&T Oklahoma shall audit the database to determine the total number of EAAs actually managed therein. The number of EAAs for which Customers shall pay for the following year shall be that determined by AT&T Oklahoma as a result of the audit. AT&T Oklahoma shall notify the Regional 9-1-1 Board of the results of its annual audit, as soon as the results become available.
4. Database Service is supported by the AT&T Oklahoma Database Integrity Unit. Customer training on MSAG Mail and ASK Report will be provided at Customer's request at a reasonable time to be agreed upon by the parties. Customer agrees to use the Information Manager or similar program provided by AT&T Oklahoma to notify the DIU of any changes to the MSAG such as but not limited to misroutes, new streets and "record not found" occurrences.
5. Customers agree to cooperate with AT&T Oklahoma to provide such other information that may be needed to assist in the determination of PSAP boundaries or other call routing issues.
6. Corrections to the MSAG records in Customers' database will be accomplished by AT&T Oklahoma within 24 hours, unless the changes involve the creation of new streets or sub-divisions. In that case, additions to the MSAG shall be accomplished within 5 working days. The number of changes submitted at one time shall not exceed 20 without prior notice to the DIU.

7. All Services provided hereunder are made available on the same terms, conditions and prices contained in AT&T Oklahoma's tariffs for such Services, as amended, approved by and on file with the Corporation Commission, which are in effect at the time Services are rendered to Customers and are hereby incorporated by reference into this Agreement.

8. In event Services are terminated by Customers prior to the end of this agreement, Customers agree to pay AT&T Oklahoma the monthly rate for the Services terminated multiplied by 3 months.

**ADDENDUM NO. 5 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
THE TOWN OF SKIATOOK, AND ROGERS COUNTY (Customers) and
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**MAPPING
(Incorporation of Part 2 and Appendix B)**

1. AT&T Oklahoma agrees to provide and the following Customers agree to pay for mapping hardware and software (Mapping) described in Appendix B response 3 to the Response to Request for Bid (Response) and in Part 2 response 2.21 and response 5-5.23, and Tab 8, which is attached hereto and incorporated herein by reference with the changes noted herein.

2. The following Customers will purchase ORION MapStar hardware and software licenses more specifically described in the Response at the price listed below for a term of 60 months beginning upon final acceptance of the equipment:

Customer	Number of Workstations	Price Per Month
Claremore	2	\$236.90
Collinsville	2	\$236.90
Glenpool	2	\$236.90
Jenks	2	\$236.90
Owasso	3	\$355.35
Rogers Co.	2	\$236.90
Sand Springs	2	\$236.90
Sapulpa	2	\$236.90
Skiatook	2	\$236.90

3. Since AT&T Oklahoma is providing a hosted solution, the responsibility for repair or replacement of malfunctioning mapping hardware or software shall be fully born by AT&T Oklahoma for the term of this agreement and any extension thereto. All costs associated with repair or replacement shall be born by AT&T Oklahoma.

4. Maintenance costs after the 60 month period has expired will be extended for a maximum of 2 years. For the first year after the expiration of the warranty period, the price for maintenance shall equal the price per month mapping

hardware and software plus 1% of the monthly price. For the second year, the price for maintenance shall equal last year's monthly price plus 1%. At the end of 2 years, or upon the election of the parties anytime after the expiration of the 60 month term of this Agreement, the mapping system shall either be removed from service or replaced with a new system whose price is mutually negotiated by the parties.

5. AT&T Oklahoma will provide as part of this agreement all software updates and software support for the term of this agreement and any extension thereto.

6. Customers may terminate their participation under this Agreement by giving AT&T Oklahoma 30 days notice of their intent to terminate. Upon termination, Customer shall pay the price per month for three months. Other Customers which are members of the Regional 911 Board may choose to participate under the terms of this Addendum. In that event, the newly participating Customer and AT&T Oklahoma will execute a new Addendum that outlines the hardware and software and the price per month for that Customer for participation. Billing and payment will be made in accordance with the terms of the Master Service Agreement.

7. Training for the use of ORION MapStar will take place concurrently with the training for equipment, more specifically described in Addendum 2.

8. It will be the responsibility of Customers to provide maps in ESRI format for use in the mapping system, to maintain those maps locally, to submit changes to the MSAG timely pursuant to the terms of Addendum 4, and to synchronize those maps among jurisdictions in any way the Customers deem appropriate.

**ADDENDUM NO. 6 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, ROGERS COUNTY, SAND SPRINGS, SAPULPA, SKIATOOK,
AND TULSA,
SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**Addition of Bixby, Oklahoma as a party to the agreement.
Clarifying the payment terms in the agreement.**

AT&T Oklahoma

Southwestern Bell Telephone, dba AT&T Oklahoma is the successor in interest to Southwestern Bell Telephone, L.P. dba AT&T Oklahoma in all respects.

Inclusion of Bixby

The Regional 9-1-1 Board (Board) voted on the 4th day of March, 2009 to include the city of Bixby, Oklahoma as a full member of the Board. All jurisdictions have executed the amendment to the interlocal agreement which added Bixby as a member. The Board, its member jurisdictions and Bixby desire to purchase from AT&T the identical equipment and services identified in the Master Services Agreement and Addenda 1 through 5 inclusive, in order to make Bixby's 9-1-1 center identically equipped and equally functional as the other member jurisdiction call centers.

AT&T Oklahoma agrees to provide the identical equipment and services identified in the Master Services Agreement and Addenda 1 through 5 inclusive at the price contained therein. Payments to AT&T for Bixby shall begin on 20th day of August, 2009 and continue monthly, with the last payment being due in April, 2013.

Payment Terms

In the process of implementing the terms of the Master Service Agreement, it became obvious to all parties that the terms defining the beginning and ending date for payments were ambiguous. The parties hereby agree that payment for equipment and services for Claremore, Collinsville, Glenpool, Jenks, Owasso, Rogers County, Sand Springs, Sapulpa, Skiatook and Tulsa began in May, 2008 and will continue monthly, with the last payment being due in April, 2013.

In all other respects the Master Service Agreement and Addenda 1 through 5 inclusive remain in full force and effect.

APPROVED this _____ day of _____, 2010.

CITY OF _____

BY: _____
(name)
(title)

ATTEST:

(name)
(title)

(Seal)

**ADDENDUM NO. 7 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF BIXBY, CLAREMORE, COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, ROGERS COUNTY, SAND SPRINGS, SAPULPA, SKIATOOK,
AND TULSA,
SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**Extension of the Term of the Contract
Installation of Equipment
Notice**

The undersigned parties agree to extend the terms of the Master Service Agreement for 1 additional 1-year period which will thereafter automatically renew on May 1, 2014 for another 1-year period, subject to Customers' availability of funds and appropriations.

The parties may extend the agreement thereafter for up to two 1-year periods by mutual agreement reduced to writing, upon written notice at least 60 days prior to the end of the term.

Equipment

AT&T will provide and install Cassidian Patriot 4.2 equipment, compatible software, and services in Customers' 9-1-1 centers when it becomes available, a time estimated to be in the 2nd or 3rd quarter of 2013. Installation will be according to a timetable agreed to by AT&T and Customers in writing. Acceptance of the installation will be according to a procedure to be negotiated by the parties and approved by the Regional 9-1-1 Board.

Payment

Customers agree to pay for Hosted E9-1-1 service including the upgraded equipment described herein at the price previously agreed to in Attachment 1 of the Master Services Agreement

Warranty

The warranty provisions contained in the Master Service Agreement remain in effect for the upgraded equipment during the term of this agreement without an escalation in prices as originally anticipated in year 6 of the Agreement.

Notice

Any notice or demand which may be given by the parties will be given in writing addressed to the respective parties as shown:

CUSTOMERS

Regional 9-1-1 Board
c/o INCOG
2 W 2nd Suite 800
Tulsa, OK 74103
Attn: Darita Huckabee
dhuckabee@incog.org

AT&T

Southwestern Bell Telephone
d/b/a/ AT&T Oklahoma
405 N. Broadway Room 710-B
Oklahoma City, OK 73102
Attn: Area Manager E9-1-1 Public
Safety.

This Addendum may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

In all respects other than specifically stated herein, the Master Service Agreement and Addenda 1 through 6 inclusive remain in full force and effect.

APPROVED this _____ day of _____, 2013.

**ADDENDUM NO. 8 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF BIXBY, CLAREMORE, COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, SAND SPRINGS, SAPULPA, SKIATOOK, AND TULSA,
SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**Extension of the Term of the Contract
Installation of Equipment
Notice**

The undersigned parties agree to extend the terms of the Master Service Agreement for 3 additional 1-year period which will thereafter automatically renew on May 1, 2015 for another 3-year period, subject to Customers' availability of funds and appropriations.

The parties may extend the agreement thereafter for up to one 1-year periods by mutual agreement reduced to writing, upon written notice at least 60 days prior to the end of the term.

Equipment

AT&T will provide Airbus DS VESTA 4x equipment, compatible software, and services in Customers' 9-1-1 centers.

Payment

Customers agree to pay for Hosted E9-1-1 service described herein at the price previously agreed to in Attachment 1 of the Master Services Agreement. Positions in addition to those installed at the time of this addendum will be priced consistently with the per position rate agreed in this addendum. The scope of this addendum is limited to E9-1-1 call handling equipment; provisions in the Master Service Agreement relating to 911 network/s, 911 database service, or any other service are outside the scope of this addendum.

Current T1 network pricing is based on a State Contract SW50450. If the State Contract expires without a renewal, rates will fall back to tariff rates. Any rate change will be reflected on the monthly billing. AT&T will work to provide term pricing if the State Contract would not be renewed and/or provide alternative IP network to replace the T1 network.

Warranty/Maintenance

The warranty/maintenance provisions contained in the Master Service Agreement remain in effect for the equipment during the term of this agreement without an escalation in prices.

Notice

Any notice or demand which may be given by the parties will be given in writing addressed to the respective parties as shown:

CUSTOMERS
Regional 9-1-1 Board
c/o INCOG
2 W 2nd Suite 800
Tulsa, OK 74103
Attn: Darita Huckabee
dhuckabee@incoq.org

AT&T
Southwestern Bell Telephone
d/b/a/ AT&T Oklahoma
405 N. Broadway Room 710-B
Oklahoma City, OK 73102
Attn: Area Manager E9-1-1 Public
Safety.

This Addendum may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

In all respects other than specifically stated herein, the Master Service Agreement and Addenda 1 through 7 inclusive remain in full force and effect.

APPROVED this _____ day of _____, 2015.

CITY OF _____

BY: _____
(name)
(title)

ATTEST:

(name)
(title)

(Seal)

**ADDENDUM NO. 9 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE JURISDICTIONS OF BIXBY, CLAREMORE, COLLINSVILLE,
GLENPOOL, JENKS, OWASSO, ROGERS COUNTY, SAND SPRINGS,
SAPULPA, SKIATOOK, AND TULSA,
SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

Addition of Broken Arrow, Oklahoma to the Regional 9-1-1 Board

AT&T Oklahoma

Southwestern Bell Telephone, dba AT&T Oklahoma is the successor in interest to Southwestern Bell Telephone, L.P. dba AT&T Oklahoma in all respects.

Inclusion of Broken Arrow

The Regional 9-1-1 Board (Board) voted on the 7th day of September, 2016 to include the city of Broken Arrow, Oklahoma as a full member of the Board. All jurisdictions have executed the amendment to the interlocal agreement which added Broken Arrow as a member. The Board, its member jurisdictions and Broken Arrow desire to purchase from AT&T the identical equipment and services identified in the Master Services Agreement and Addenda 1 through 8 inclusive, in order to make Broken Arrow's 9-1-1 center identically equipped and equally functional as the other member jurisdiction call centers.

AT&T Oklahoma agrees to provide the equipment and services identified in the Master Services Agreement and Addenda 1 through 8 inclusive at the price contained therein. Payments to AT&T for Broken Arrow shall begin upon final acceptance of the installation and continue monthly, during the term of this agreement.

APPROVED this _____ day of _____, 2017.

(Jurisdiction) _____

BY: _____

(name)
(title)

ATTEST:

(name)
(title)

(Seal)

Attachment 1
(To Amendment 10 Fiber Network)

INCOG

Enterprise Solution

Site Details:			Current Solution			Proposed Solution:							
Location:	Address:	OOF	T1s			Mobility Backup:			AVPN - (UnManaged)				
			Port:	Speed:	Current MRC:	Data Plan:	INST CHARGE	MRC:	Access Type:	Access:	CIR:	MRC:	
AT&T Host A	510 S. Elgin Ave, Tulsa 74120 (CO Room 836)		\$ 3,689.00						Ethernet	100Mb	100Mb	\$ 2,529.54	
AT&T Host B	501 Court Street , Muskogee, OK 74401								Ethernet	100Mb	100Mb	\$ 2,529.54	
Broken Arrow PD (LEC = Windstream / Valor)	2302 South 1st Place Broken Arrow, OK 74012	X	3xT1	4.5Mb		\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 870.00	
Tulsa	801 E Oklahoma Street Tulsa, OK 74106		7xT1	10.5Mb	\$ 1,386.00	\$ 39.99		\$ 39.99	Ethernet	20Mb	20Mb	\$ 1,285.50	
Claremore PSAP	200 W. 1st Street Claremore, OK 74017		2xT1	3Mb	\$ 906.52	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Collinsville	1023 W Center Collinsville, OK 74021		2xT1	3Mb	\$ 912.74	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Glenpool	14536 S Elwood Ave. Glenpool, OK 74033		2xT1	3Mb	\$ 794.65	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Jenks	211 N. Elm Jenks, OK 74037		2xT1	3Mb	\$ 794.16	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Owasso	111 N. Main Owasso, OK 74055		3xT1	4.5Mb	\$ 844.42	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Sand Springs	100 E Broadway Street Sand Springs, OK 74063		2xT1	3Mb	\$ 856.76	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Sapulpa	20 N. Walnut Street Sapulpa, OK 74066		2xT1	3Mb	\$ 862.98	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Skiatook	220 S. Broadway Street Skiatook, OK 74070		2xT1	3Mb	\$ 937.62	\$ 39.99		\$ 39.99	Ethernet	5Mb	5Mb	\$ 601.44	
Rogers	18930 S Hwy 88 Expy Claremore, OK 74017		5xT1	7.5Mb	\$ 1,224.80	\$ 39.99		\$ 39.99	Ethernet	10Mb	10Mb	\$ 601.44	
Bixby PSAP (LEC = Bixby Telephone Co)	116 W. Needles Bixby, OK 74008	X	3xT1	4.5Mb	\$ 549.00	\$ 39.99		\$ 39.99	T1	3xT1	4.5Mb	\$ 1,120.12	
						\$ 2,500.00			Mobility AP	CCS	20Mb	\$ 839.00	
			Total:		\$ 13,758.65	MobilityTotal:	\$ 2,500.00	\$ 479.88	ASE Total:			\$ 14,586.66	
Note: There are no installation charges for AVPN but INCOG could have expenses associated with provision of the fiber entrance facilities at each site.					\$ 13,758.65	Proposed Monthly Cost:							\$ 15,066.54

Routers and Monitoring Service	All Sites			Proposed Monthly Cost:	\$ 3,872.99
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				Proposed Monthly Total Cost:	\$ 18,939.53
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NOTE: The proposed pricing is exclusive of any tax fees or service surcharges that may apply

**ADDENDUM NO. 10 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF BROKEN ARROW, CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
THE TOWN OF SKIATOOK, AND ROGERS COUNTY (Customers) and
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

FIBER NETWORK & LTE BACKUP NETWORK

1. AT&T Oklahoma agrees to provide and Customers agree to pay for network services as specifically described in Attachment 1 which is attached hereto and incorporated herein by reference.
2. Customer is purchasing these services pursuant to, and the parties agree to be bound by, Oklahoma State Contract SW450, Master 138352UA AVPN Addendum 20150928-5740.
3. To the extent applicable, terms, conditions, rules and regulations set forth in the "Enhanced 9-1-1 Universal Emergency Number Service" tariff are incorporated by reference herein.
4. The prices itemized for Network Service in Attachment 1 are fixed for a term of up to five (5) 12 month periods as described in the Oklahoma State Contract SW450, Master 138352UA AVPN Addendum 20150928-5740 from final acceptance of the installation of the network.
5. The Parties agree that the network requirements will be audited annually to determine if additional capacity is needed based on the previous year's usage. If additional capacity is needed, the parties will execute an Addendum pursuant to the terms of this Agreement, specifying the additional capacity.
6. AT&T Oklahoma retains ownership of all network equipment and services.
7. The Network Service is provided solely for the benefit of Customers. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any AT&T Oklahoma obligation toward any right of action on behalf of, any third party or other legal entity.
8. AT&T Oklahoma does not undertake to answer and forward Enhanced 9-1-1 calls, but to furnish the use of its facilities to enable Customers to respond to such calls with Customers' personnel on Customers' premises.

9. AT&T Oklahoma shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T Oklahoma has been so notified and has had a reasonable time for repair shall in no event exceed an amount equivalent to the charges for the service affected for the period following notice from Customers until Service is restored.

Approved this ____ day of _____, 2017.

(Jurisdiction)_____

ATTEST:

By: _____
(name)
(title)

(Seal)

**ADDENDUM NO. 10 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF BROKEN ARROW, CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
THE TOWN OF SKIATOOK, AND ROGERS COUNTY (Customers) and
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

FIBER NETWORK & LTE BACKUP NETWORK

**SOUTHWESTERN BELL
TELEPHONE COMPANY, .
D/B/A AT&T Oklahoma**

**BY: _____
TITLE: _____
DATE: _____**