

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SATELLITE PHONES, EQUIPMENT, AND SERVICES**

1. **Scope:** This Participating Addendum adds the State of Nevada as a Participating State to purchase from WSCA Contract MA249 ("the Contract") with World Communication Center, Inc. ("Contractor"). All governmental entities within the State of Nevada including all State Agencies, the University and Community College System, the Court System, Legislative Counsel Bureau, Cities, Counties, Public Schools, Institutions of higher education and political subdivisions are authorized to purchase Satellite Phones, Equipment, and Services under the Contract.

This agreement is not a purchase order, nor does it guarantee any purchases to be made by the State of Nevada.

Political Subdivision Participation: Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

2. **Changes:** The following provision is applicable to this Participating Addendum only and is in addition to the provisions contained in Contract Number MA249.

Nevada Quarterly Reporting

World Communication Center, Inc. will provide a quarterly sales report showing the gross Nevada sales for the quarterly period just ended to the Primary Contact (Paragraph 4 below) in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by Purchasing Entity name, by State agency, or by political subdivision. The quarterly report will also include any adjustments from prior periods, if applicable.

3. **Lease Agreements:** Lease agreement terms and conditions have not been approved for use by Purchasing Entities under this Participating Addendum.

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

Contact:	Teri Smith, Senior Buyer
State/Political Entity:	State of Nevada, Department of Administration Purchasing Division
Address:	515 E. Musser Street, #300
City, State, Zip:	Carson City, NV 89701
Phone:	(775) 684-0178
Fax:	(775) 684-0188
Email:	tlsmith@purchasing.state.nv.us

5. All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum must include the following: Contract Number MA249

6. Effective Date and Contract Period: Pursuant to Nevada law, this Participating Addendum shall be effective upon the date of final execution by the State. The Contract Period will be from the time period set forth in the Contract

7. Jurisdiction and Venue: This Participating Addendum shall as set forth in the Contract and it's attachments and exhibits thereto.

8. Termination of the Participating Addendum: This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 day written notice to the State of Nevada, Purchasing Division.

This Participating Addendum and the WSCA Contract Number MA249, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Contract and its exhibits shall prevail and govern in the case of conflict, inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nevada, Purchasing Division

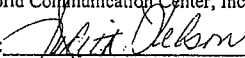
By: 

Name: Greg Smith

Title: Administrator, Purchasing Division

Date: January 24, 2008

Contract Vendor:
World Communication Center, Inc.

By: 

Name: JUDITH NELSON

Title: Vice President - Operations

Date: January 24, 2008