

**SECOND AMENDMENT AGREEMENT TO
TEXAN 2000 – SWB - LS
AGREEMENT
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES, as
successor agency to the GENERAL SERVICES COMMISSION
AND
SOUTHWESTERN BELL TELEPHONE CO.
Contract No. TEXAN 2000 – SWB – LS**

This Second Amendment Agreement to the TEXAN 2000 – SWB - LS, dated August 31, 1999, (the "Local Service Agreement") is made and entered into by and between the The State of Texas, Department of Information Resources, as successor agency to the General Services Commission, whose address is 300 W. 15th , Suite 1300, Austin, Texas 78701 (the "DIR") and Southwestern Bell Telephone LP, a Texas Limited Partnership, as successor to Southwestern Bell Telephone Co. ("Contractor"), a Missouri corporation, with offices at 712 E. Huntland, Austin, TX 78715, to amend certain terms and conditions of the Local Service Agreement.

The DIR is authorized to enter this Second Amendment Agreement pursuant to the Chapter 2170 of Title 10, Subtitle D of the Texas Government Code.

WITNESSETH:

WHEREAS, The General Services Commission (GSC) and Southwestern Bell Telephone Company (SWBT) entered into the TEXAN 2000 - SWB – LS dated August 31, 1999; and

WHEREAS, by Act of the Texas Legislature effective September 1, 2001, the authority, duties and responsibilities for telecommunications for the State of Texas transferred from GSC to the Department of Information Resources (DIR), including all vendor contracts; and

WHEREAS, the parties desire to amend the Local Service Agreement to provide a term extension and to lower certain rates, under certain terms and conditions.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, including the premises above, the amount and sufficiency of which are hereby confessed, DIR, on behalf of the State of Texas, and SWBT agree as follows:

1. That Article IV., of the Local Service Agreement is hereby amended to exercise one, one year extension option. DIR retains four (4) one year extension options. The Agreement shall now be in effect until August 31, 2005; provided however, that DIR has the extraordinary right to terminate this Agreement upon seven business days notice to Contractor after either: 1) contract awards for new Local Service Agreements are made from RFO NO. DIR – TELE – 33104 - LS or 2) the successful renegotiation of Contract no.

TEXAN 2000-SWB-LS, should either condition come to pass. In the event DIR exercises its extraordinary right to terminate hereunder, existing Purchase Orders may remain in effect until early termination or expiration, in accordance with the terms and conditions of the Purchase Orders.

2. That Exhibit F of the Local Service Agreement is hereby amended to add Exhibit A, attached hereto for all purposes, as new lower pricing for the indicated services and to offer 24 month special pricing to qualified ordering entities. The parties intend to add Exhibit A to the contract documents for ease of use.

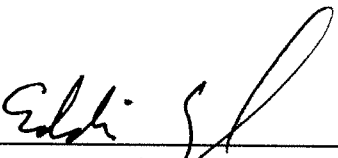
3. All other terms and conditions of the Local Service Agreement, not specifically amended hereby, remain in full force and effect. In the event of conflict among the documents, the order of precedence shall be the Second Amendment, the First Amendment and the Local Services Agreement.

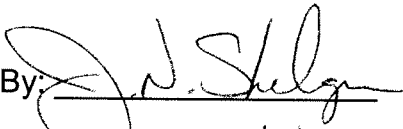
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IN WITNESS WHEREOF, the parties execute this Second Amendment Agreement to be effective as of the date of the last party to sign.

**THE STATE OF TEXAS, acting by
and through the
Department of Information Resources**

**SOUTHWESTERN BELL
TELEPHONE LP, by its general
partner,
SWBT Texas, LLC**

By: 
Name: Eddie Esquivel
Title: Director, DZR/TSO
Date: 3/3/04

By: 
Name: J.N. Shelgren
Title: Regional VP
Date: 3.4.04


Legal 
3/1/04

EXHIBIT A TO 2nd AMENDMENT Local Service - 2 year commitment

Feature Description	Qty	24 Month MRCs	24 Month NRCs
Spans	1	\$300.00	\$0.00
B-Channels	23	\$368.00	N/A
IOM	0	\$0.00	N/A
EUCL	5	\$26.35	N/A
Surcharge	23	\$5.06	N/A
SPNA Fee	23	\$1.65	N/A
FED Universal Svc Fee	5	\$2.30	N/A
Port Charge	0	\$49.01	N/A
DID Numbers - 100 Block	1	\$10.00	\$0.00
Add'l 100 Blocks	1	\$10.00	\$0.00
DID Numbers - 10 Block	1	\$7.50	\$0.00
Add'l 10 Blocks	1	\$7.50	\$0.00
Dynamic Channel Allocation	1	\$5.00	\$0.00
Calling Number Delivery	1	\$5.00	\$0.00
Backup D Channel	1	\$0.00	\$0.00
Loop Protection	0	\$0.00	\$0.00
Service Order Charge	1	\$0.00	\$0.00
Trip Charge	1	\$0.00	\$0.00
CO Charge (1/Trunk)	23	\$0.00	\$0.00