

**FIRST 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 First 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 First 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 allow for the sale of customized Plexar services for Customers, 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 Exhibit F the Local Service Agreement is hereby amended to add the following paragraph to the page entitled "Tex – AN Areawide Plexar Service", as follows:

Reduced Plexar Custom rates may be available on an Individual Case Basis (ICB). These rates would be developed specific to the Qualified

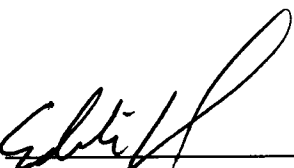
Ordering Entity and its geographical location. Since these rates would be less than those quoted in the TEX-AN Areawide Plexar Service rate sheet of this Contract, termination charges would apply if service were removed prior to completion of the agreed term. Only a one-year term to the Plexar Customer ICB agreement is available under this Contract. In the event of termination or expiration of TEXAN 2000 - SWB – LS, as amended, the Qualified Ordering Entity's ICB shall continue until its termination or expiration date. The termination charges would be based on the rates developed in the ICB and will be quoted prior to execution of each agreement.

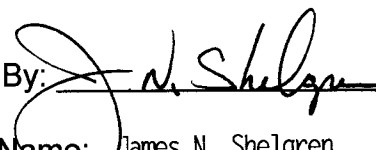
2. All other terms and conditions of the Local Service Agreement, not specifically amended hereby, remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this First 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, DIN/TSD
Date: 11/14/03

By: 
Name: James N. Shelgren
Title: Regional Vice President
Date: 11-13-2003