

EXHIBIT F TO 16th Amendment to TEXAN 2000 – SBC – MA1

Fourth Amendment to TEXAN 2000 – SWB - LS

between

TEXAS DEPARTMENT OF INFORMATION RESOURCES

And

Southwestern Bell Telephone, LP

This Fourth Amendment to the TEXAN 2000 – SWB – LS LOCAL SERVICES CONTRACT, as amended and restated, is entered into by and between the State of Texas, acting by and through the Department of Information Resources (DIR), with its principal place of business at 300 W. 15th Street, Suite 1300, Austin, Texas 78701, and Southwestern Bell Telephone LP, (SBC or Vendor) with its principal place of business at 712 E. Huntland Drive, Room 230, Austin, Texas 78752. The Parties acknowledge that the Contract was amended and restated in the Third Amendment. All references herein are to the provisions of the Third Amendment.

For valuable consideration, the parties agree as follows:

1. That Article 2 of the Amended and Restated Contract No. TEXAN 2000 – SWB – LS, is hereby amended to extend the contract period from August 31, 2007 to August 31, 2009.
2. That Article 9 C of the Amended and Restated Contract No. TEXAN 2000 – SWB – LS, is hereby amended in its entirety to read as follows:

....

C. DIR Administrative Fee

An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

Vendor will pay DIR, on the fifteenth (15th) calendar day after the close of the previous quarter, a one percent (1%) DIR administrative fee based on the dollar value of all services provided to Customers pursuant to this Contract, up through October 31, 2005. Commencing November 1, 2005, Vendor will pay DIR, on the thirtieth (30th)thirtieth (30th) calendar day after the close of the previous month, a three percent (3%) DIR administrative fee based on the dollar value of all services provided to Customers pursuant to this Contract. Payment will be calculated for all sales, net of returns and credits.

3. SBC has agreed to lower certain rates for Local Services. As a convenience for the parties, all Local Services rates found in Exhibit C to the Third Amendment (“Pricing and Additional Terms and Conditions for Local Services”) are attached hereto and incorporated herein as Attachment A to the Fourth Amendment to

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4. All other terms and conditions of the Local Services Contract, 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 Fourth, Third, Second and First Amendments, then the Local Services Contract.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this contract to be effective as of the date of the last party to sign.

SOUTHWESTERN BELL TELEPHONE L.P.

THE STATE OF TEXAS,
acting by and through the
DEPARTMENT OF
INFORMATION RESOURCES

By: _____
Name: Chuck Rudnick
Title: President-BCS
Date: 7/15/05

By: _____
Name: Larry A. Olson
Title: Executive Director
Date: 7/14/05
Legal: _____

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