

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR DATA COMMUNICATIONS EQUIPMENT
BETWEEN
THE STATE OF MONTANA AND QWEST INTERPRISE AMERICA, INC.**

1. The undersigned is a "Participating Entity" which shall be defined as Participating Entity states of WESTERN STATES CONTRACTING ALLIANCE (hereafter "Participating Entity"): (i) which requests equipment pursuant to the terms and conditions of the STATE OF UTAH STATEWIDE CONTRACT AR637 and its Attachments (hereafter the "Master Agreement") by executing this Participating Addendum; and, (ii) whose request for the sale of equipment by Qwest, at its sole discretion, is accepted by Qwest executing this Participating Addendum.

2. The undersigned Participating Entity is executing this Participating Addendum for the purpose of purchasing telecommunications equipment from Qwest Interprise America, Inc. ("Qwest), pursuant to the Master Agreement by and between State of Utah and Qwest. Participating Entity shall be subject to all terms and conditions of this Participating Addendum and the Master Agreement.

3. Scope: The general purpose of this Contract is to provide: Data Communications Equipment (routers, switches, LAN/WAN, CSU/DSU) and Associated OEM Maintenance & Training for all State Agencies, the Montana University System and any authorized political subdivision of the State of Montana. The Participating Entity may elect to obtain any product or service available through this WSCA contract, may utilize contract #00-0003 between Qwest and the Participating Entity, dated August 1, 2000, or may obtain products or services through any other subsequent contract entered into by the Participating Entity.

4. Changes:

Add the following: Qwest is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Add the following: Access and Retention of Records: Qwest agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. Qwest agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this Participating Addendum or the conclusion of any claim, litigation or exception relating to this Participating Addendum taken by the Participating Entity or a third party. Reference: 18-1-118, MCA.

Amend Attachment 1 Addendum 1 Section 9 Addendum 1, add the following: This Participating Addendum shall be governed by the laws of the State of Montana. Venue for any action will be in the First District Court of the County of Lewis and Clark County, Helena, Montana. Parties to pay own legal fees and associated costs.

Add the following: This Participating Addendum may be terminated at any time by the Participating Entity with written notice to Qwest. No advance notice is required for termination. If Data Communications Equipment has been order or Maintenance Service is being provided under a Purchase Order received before the date of termination by Participating Entity and such Purchase Order continues beyond the termination date of the Participating Addendum, the terms and conditions of this Participating Addendum shall survive until the completion of the term of all applicable Purchase Orders.

Add the following: Qwest will provide quarterly sales reports showing the gross Montana sales for the quarterly period just ended to the Montana primary contact shown in paragraph 4 below in accordance with the following schedule:

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

5. Primary Contact: The primary state government contact for this participating addendum is as follows:

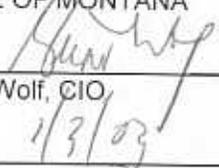
Carl Hotvedt, Chief
Network Technology Services Bureau
Department of Administration
Information Technology Services Division
Room 229, Mitchell Building
Helena, Montana 59620-0113
(406) 444- 2586
(406) 444-2585 Fax
Chotvedt@state.mt.us

6. Price Agreement Number: The price agreement number for the Participating State is AR637.

7. This participating addendum and the WSCA Master Price Agreement, Number AR637, (administered by the State of Utah) 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 Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement 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 this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

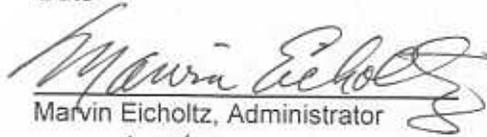
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

STATE OF MONTANA



Brian Wolf, CIO

Date



Marvin Eicholtz, Administrator

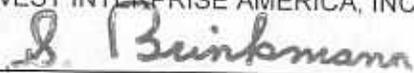
Date



Legal Counsel, Department of Administration

Date

QWEST INTERPRISE AMERICA, INC



S. Binkmann

Date