

**NETWORK SERVICES ATTACHMENT
BETWEEN
SBC GLOBAL SERVICES, INC.
AND
MILWAUKEE POLICE DEPARTMENT**

This Attachment is for telecommunications services which are defined by SBC as "Network Services" and is incorporated as a part of the Master Discount Agreement dated _____, 2001 between SBC Global Services, Inc. and Customer.

1. TERM

The term of this Attachment commences on the Commencement Date of the Master Discount Agreement and continues for thirty-six (36) months.

2. NETWORK SERVICES

Customer's purchase of certain Services described by SBC as "Network Services" makes Customer eligible to receive certain discounts and rewards pursuant to the terms and conditions of the Master Discount Agreement and this Attachment.

3. DISCOUNT PROGRAM

A. Discount Application. Discounts shall apply no later than the Commencement Date of the Master Discount.

B. Schedules A1-A5.

(i) Eligible SBC Services. Customer is eligible to receive discount(s) on the Network Services specified on each Schedule A attached hereto, incorporated herein as modified from time-to-time. Each Schedule (A1-A5) represents the discounts for a specific state.

(ii) Customer Commitments. Schedule A (A1-A5) also specifies Customer's commitments under this Attachment.

C. Contributory SBC Services. Customer's discounts hereunder are based upon Customer's purchase of a minimum volume of certain Network Services referred to herein as "Contributory Services". A Network Service is considered a Contributory Service if and only if the purchase from the SBC affiliate offering the Network Service is for the internal use of the Customer or the internal use of its "Affiliates", defined as follows. For purposes of the Master Agreement and this Attachment, an "Affiliate" of Customer must be both owned and controlled by Customer to be eligible for inclusion. Customer understands and agrees that resale (as that term is defined by SBC and the telecommunications industry) of

any Network Service is strictly prohibited, and SBC may deem such a violation a material breach of the Master Discount Agreement and this Attachment. Customer acknowledges receiving prior to execution a document titled "Contributory Services". The list of Contributory Services may change over the term of this Attachment and specific product line categories may expand or contract. Each change is incorporated herein on the date of modification.

Customer and SBC shall specify the Customer locations at which the Contributory Services will be installed, the locations being set forth under Schedule B hereto, incorporated by reference herein. Contributory Services installed at Customer locations other than those on Schedule B are not eligible for discounts under this Attachment.

- D. Annual Customer Commitment. Customer must commit to purchase a minimum dollar amount of Contributory Services at the locations in Schedule B to receive the discounts under this Attachment ("Annual Commitment"). The Annual Commitment is set forth in Schedule A. [Customer commits to an Annual Toll Usage Commitment or an Annual Local Usage Commitment, or both and such commitments are set forth in Schedule A.]

Customer's satisfaction of its Annual Commitment shall be reviewed annually by SBC on the Commencement Date. In the event Customer's billings for purchases during each twelve (12) month period of the term are less than the Annual Commitment, Customer shall be liable for the difference between the Annual Commitment and the actual billings for purchases. This amount will be billed in a lump sum and shall be due and payable within thirty (30) days after the invoice date.

- E. Discounts. Annual Commitment and Sub-Commitment Discount. The Annual Commitment entitles Customer to specific discounts on certain Network Services (hereinafter those Network Services will be referred to as "Eligible Services). If Customer elects a Sub-Commitment, Customer is entitled to additional discounts; the sub-commitment is set forth in Schedule A. The discounts shall be applied against Customer's regular monthly billing from SBC.

- F. Termination Liability. In the event Customer terminates the Master Discount Agreement or this Attachment prior to its expiration for any reason other than those set forth under the Master Discount Agreement Section 1C, Customer shall be billed a lump sum amount ("Termination Charge") equal to fifty percent (50%) of the Annual Commitment remaining for the balance of term of this Attachment (Annual Commitment remaining x .50). The Termination Charge will be billed in a lump sum to Customer's main billing telephone number and will be due within thirty (30) days after the billing date. The Termination Charge described herein is in addition to the termination liability, if any, applicable to any Network Service pursuant to the tariff or contract under which it is provided.

G. Customer Locations. Schedule B contains a list of Customer locations and the Customer accounts with SBC at those locations which are subject to this Attachment. Customer is responsible for ensuring that the list set forth under Schedule B of this Attachment accurately

reflects all locations and accounts it intends to be included. SBC agrees to provide to Customer for acceptance the initial list of accounts provided Customer provides to SBC the locations to include in this Attachment. If subsequent to the Commencement Date of this Attachment either party determines that accounts at a specified location should be included, or additional locations and associated accounts should be included, those accounts or locations will be added, however, unless otherwise agreed to in writing by SBC, those accounts shall not be eligible for discounts prior to the date of their inclusion. It shall be Customer's responsibility to notify SBC of any changes to the locations already included. [SBC agrees that Customer may request a reevaluation of its commitments hereunder in the event significant changes occur in the number or size of accounts included hereunder, and SBC agrees to in good faith evaluate the circumstances at the time and, if warranted, negotiate a modification in contract terms.]

4. LIMITATION OF LIABILITY

No liability hereunder shall in any case attach to either party for any indirect, incidental, or consequential damages, including lost profits, sustained or incurred in connection with this Attachment regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages, injuries, losses or expenses are foreseeable. It is understood that Customer's exclusive remedy and any right to any claim or action regarding or related to any Service is strictly governed by the terms and conditions under which that Service is provided and does not arise from this Attachment.

5. TECHNOLOGY UPGRADE

If Customer upgrades technology with SBC and as a result of such upgrade Customer's actual revenue with SBC decreases, SBC may adjust the Annual Commitment and, if applicable, the SubCommitment downward to make up the difference for the decrease, provided such upgrades in technology: (i) are comparable to existing Services; and (ii) provide substantially the same functionality as the existing Services. As a result of an adjustment to the Annual Commitment and/or SubCommitment, Discounts may also be adjusted/decreased.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Attachment as of the dates set forth below.

MILWAUKEE POLICE DEPARTMENT

SBC GLOBAL SERVICES, INC.

on behalf of

Ameritech

Southern New England Telephone Company

Southwestern Bell Telephone Company

PAC Bell

By _____

By _____

Printed
Name _____

Printed
Name _____

Title _____

Title _____

Date _____

Date _____

SCHEDULE A5
WISCONSIN

Customer Initial
Date of Initial

| |
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Section 1

Eligible Services¹

Any service subscribed to by the Customer which is provided by an SBC affiliate pursuant to local Exchange tariffs, including, but not limited to, those listed on Schedule A (with the exception of EUCL, E-911 charges and Local Number Portability surcharges) shall be provided at the monthly rate(s) described in Schedule A and shall contribute to the Annual Commitment.

| | <u>Discount or Monthly Rate²</u> | <u>Eligible For Total Volume Discount</u> |
|--|---|---|
| Local Access Services: | | |
| PBX Trunks (DID, DOD, 2-Way) | Billed Rate | Eligible |
| Measured Business Lines | Billed Rate | Eligible |
| Optional Access Services: | | |
| ISDN Prime | Billed Rate | NOT Eligible |
| Local Usage (excludes ISDN calling plan usage): | | |
| Local Usage | Billed Rate | Eligible |
| IntraLATA Toll/800 Usage: | | |
| IntraState IntraLATA Toll | \$ 0.069 | Eligible |
| Toll-Free 800/888 | Billed Rate | Eligible |

12.5% Total Volume Discount Customer shall receive off the Services listed above as "Eligible".

¹ Services which are eligible for discount and the applicable discount may vary between States. Schedules A1-A5 are state specific Schedules, and the individual Schedule only applies if there is a Customer location in the relevant state included under the Master Sales Agreement.

² When a percentage is shown, it is the amount of discount Customer receives off of the Billed Rate. "Billed Rate" means the monthly per minute or per unit rate Customer is billed pursuant to tariff or contract for the Network Service. A stated rate means the discounted rate Customer receives pursuant to this Schedule.

Section 2

Customer Commitments

A. Annual Commitment

Customer herein agrees to purchase a minimum dollar amount of Contributory Services. Customer's satisfaction of the Annual Commitment will be based upon billings during each twelve (12) month period. Pursuant to Section D of the Master Agreement, Customer is liable for any shortfall.

The Annual Commitment agreed to by Customer is:

B. Annual Toll Usage Commitment

Customer herein agrees to purchase a minimum dollar amount of SBC IntraLATA toll usage services, as that term is defined by SBC. In the event Customer does not satisfy the Toll Usage Commitment in each twelve (12) month period, Customer shall be liable for the Toll Usage Commitment shortfall according to SBC's practices and procedures.

The Annual Toll Usage Commitment agreed to by Customer is:

C. Annual Local Usage Commitment

In addition, Customer agrees to purchase a minimum dollar amount of SBC local usage services, as that term is defined by SBC. In the event Customer does not satisfy the Local Usage Commitment in each twelve (12) month period, Customer shall be liable for the Local Usage Commitment shortfall according to SBC's practices and procedures.

The Annual Local Usage Commitment agreed to by Customer is:

SCHEDULE B
Customer Sites

| ATN | Cus Code | NAME | ADDRESS | CITY | ST | ZIP |
|------------|----------|-------------------------------------|--------------------------|-----------|----|-------|
| 4146723134 | 366 | MILWAUKEE-CITY OF-POLICE DEPT | 245 W LINCOLN | MILWAUKEE | WI | 53207 |
| 4142646800 | 750 | MILWAUKEE CITY OF-POLICE DEPT | 2920 N 4TH | MILWAUKEE | WI | 53212 |
| 4146470082 | 927 | CITY OF MILW POLICE DEPT | | | | |
| 4148719322 | 366 | MILWAUKEE-CITY OF-POLICE DEPT | 3626 W FOND DU LAC | MILWAUKEE | WI | 53216 |
| 4143447075 | 350 | MILWAUKEE CITY OF POLICE DEPT | 4715 W VLIET | MILWAUKEE | WI | 53208 |
| 4147715898 | 323 | MILW-CITY OF-POLICE DEPT | 4715 W VLIET | MILWAUKEE | WI | 53208 |
| 4149332632 | 553 | MILWAUKEE CITY OF POLICE DEPARTMENT | 4715 W VLIET | MILWAUKEE | WI | 53208 |
| 4149333232 | 366 | MILWAUKEE-CITY OF-POLICE DEPT | 4715 W VLIET | MILWAUKEE | WI | 53208 |
| 4142818366 | 401 | MILWAUKEE CITY OF | 4956 S 22ND | MILWAUKEE | WI | 53221 |
| 4142287491 | 342 | MILW POLICE | RM 325 6680 N TEUTONIA | MILWAUKEE | WI | 53209 |
| 4142287821 | 940 | WIS STATE POLICE & FIRE GAMES INC | FLR 3 6680 N TEUTONIA | MILWAUKEE | WI | 53209 |
| 4142289516 | 930 | WILLIAMS,H | 6680 N TEUTONIA | MILWAUKEE | WI | 53209 |
| 4143510506 | 215 | MILW POLICE DEPT | RM 325 6680 N TEUTONIA | MILWAUKEE | WI | 53209 |
| 4143521441 | 40 | MILWAUKEE-CITY OF POLICE DEPT | 6680 N TEUTONIA | MILWAUKEE | WI | 53209 |
| 4143522510 | 131 | WILLIAMS,H | 6680 N TEUTONIA | MILWAUKEE | WI | 53209 |
| 4143526241 | 847 | MILWAUKEE POLICE DEPT | 6680 N TEUTONIA | MILWAUKEE | WI | 53209 |
| 4143580806 | 418 | MILW CITY OF | 6820 N 112TH | MILWAUKEE | WI | 53224 |
| 4144612012 | 366 | MILWAUKEE-CITY OF | 6929 W SILVER SPRING | MILWAUKEE | WI | 53218 |
| 4142738670 | 750 | MILWAUKEE CITY OF | | | | |
| 4147650320 | 317 | MILW CITY OF | | | | |
| 4147650490 | 317 | MILW CITY OF | | | | |
| 4142252380 | 2 | MILW CITY OF-POLICE DEPT | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4142264220 | 300 | MILW CITY OF-POLICE DEPT | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4142716292 | 750 | MILW CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4142731098 | 366 | POLICE DEPT-MILW CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4142768980 | 750 | CITY OF MILWAUKEE | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4143440297 | 6 | MILWAUKEE CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4147650100 | 317 | MILW CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4147650404 | 316 | MILW CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4147650863 | 410 | MILW CITY OF-POLICE DEPT | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4147652323 | 750 | MILW CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4149334444 | 27 | MILWAUKEE CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4149336440 | 245 | MILWAUKEE CITY OF POLICE DEPT | 749 W STATE | MILWAUKEE | WI | 53233 |
| 4149357200 | 3 | MILWAUKEE CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 414R028223 | 75 | MILWAUKEE CITY OF POLICE DEPT | FLR 6 749 W STATE | MILWAUKEE | WI | 53233 |
| 4146498373 | 311 | POLICE RELIEF ASSOC. | UPSTR 2900 W FOREST HOME | MILWAUKEE | WI | 53215 |
| 4145416576 | 49 | GRALAK,DON | 4028 S 74TH | MILWAUKEE | WI | 53220 |
| 4142234867 | 701 | MILW CITY OF | 749 W STATE | MILWAUKEE | WI | 53233 |
| 414R770028 | 279 | MILWAUKEE POLICE DEPT | 749 W STATE | MILWAUKEE | WI | 53233 |