

**MASTER DISCOUNT AGREEMENT
BETWEEN
SBC GLOBAL SERVICES, INC. (SBC)
AND
MILWAUKEE POLICE DEPARTMENT**

This Master Discount Agreement ("Agreement") is entered into as of the date of the last signature hereto, except in California where it is effective when authorized by the California Public Utilities Commission ("CPUC") (the "Effective Date") between SBC Global Services, Inc., with a place of business located at 17950 W. Corporate Drive, Brookfield, Wisconsin 53045 on behalf of Illinois Bell Telephone Company, an Illinois corporation, Indiana Bell Telephone Company Incorporated, an Indiana corporation, Michigan Bell Telephone Company, a Michigan corporation, The Ohio Bell Telephone Company, an Ohio corporation, Wisconsin Bell, Inc., a Wisconsin corporation (individually and collectively "Ameritech"), Pacific Bell Telephone Company, Nevada Bell Telephone Company (individually and collectively "PAC"), Southwestern Bell Telephone Company (individually and collectively "SWBT"), a Missouri corporation, and The Southern New England Telephone Company ("SNET") (collectively herein referred to as "SBC"), and **Milwaukee Police Department**, with its principal business location at 749 W. State Street, Milwaukee, Wisconsin 53233 ("Customer").

SCOPE OF AGREEMENT

SBC values Customer's business and Customer desires to obtain discounts on certain Ameritech services. This Agreement sets forth the parties' agreement regarding a discount plan under which Customer is eligible to receive discounts on certain SBC services provided that during the term of this Agreement Customer subscribes on an annual basis to a minimum amount of specific SBC services. This volume discount plan consists of three (3) components: 1) Customer's annual subscription/purchase commitment level; 2) SBC services which are eligible to receive discounts; and, 3) SBC Services which serve to contribute to Customer's satisfaction of its annual commitment. The SBC services which are eligible to receive discounts are set forth under Attachment(s) to this Agreement, with each Attachment representing the Customer's commitment to purchase the services and products covered by that Attachment. Each Attachment must be separately executed by each party, and becomes a part of this Agreement upon execution. No services or products are subscribed to or provisioned under this Agreement. Customer and SBC agree that the terms and conditions of the tariff(s) or contract(s) under which a specific service or product is provided (including, but not limited to, all warranty and limitation of liability terms) is in addition to and not in lieu of or superceded by this Agreement.

1. TERM AND TERMINATION.

- A. The term of this Agreement commences on the first date discounts under this plan are applied to Customer's account(s) or sixty (60) calendar days after the date of the last executing signature, whichever is earlier ("Commencement Date"), and shall remain in full force and

effect for as long as there is an Attachment remaining in effect under this Agreement. Each Attachment will become effective and will conclude according to its own term..

- B. SBC may terminate any or all Attachments on this Agreement for cause thirty (30) days after written notice to Customer if Customer fails to perform a material term or condition provided that within those thirty (30) days Customer did not remedy the non-performance.
- C. Customer may terminate Attachments without liability if SBC fails to perform any material term or condition of this Agreement and such failure is not remedied within thirty (30) days of SBC's receipt of Customer's notice of non-performance.
- D. Any termination conditions which apply to a specific Attachment are set forth under that Attachment and are in addition to the termination rights and conditions of this Section.

2. CONTRIBUTORY AND ELIGIBLE SERVICES

The discounts under this Agreement are based upon Customer's purchase of SBC Contributory and Eligible Services, those terms being defined in each Attachment. The terms and rates for each SBC service or product are governed by the tariff or contract between SBC and Customer for that service or product.

- A. The terms and rates for each Service are governed by all applicable tariffs or contracts between SBC and Customer for that Service.
- B. SBC reserves the right to add Services to this Agreement and will notify Customer in writing through a modification to this Agreement that additional Services have been added as eligible to receive discounts or added as Services which will contribute to Customer's satisfaction of its annual purchase commitment. The notice will include the effective date of the modification, and it is on that date that the Service will become eligible for discount or will begin to contribute to the satisfaction of the Customer's commitment.

3. CUSTOMER BILLING RECORD

SBC has recently implemented an enhanced Customer Billing Record system in the Ameritech region which will provide specialized administration and reporting information under this Agreement. The system's capability includes, but is not limited to, access to reports which reflect year-to-date satisfaction by Customer of its minimum purchase commitments. This enhanced system is not available today in SBC service areas outside of the geographic area known as the Ameritech region. For that reason, Customer may only include under this Agreement locations which are served by Ameritech in the states of Illinois, Indiana, Michigan, Ohio and Wisconsin. It is expected that this system will be available in other states served by SBC at a later date, therefore, SBC and Ameritech agree that when this capability extends beyond the five (5) Ameritech states, Customer and SBC may amend this Agreement (according to the provisions regarding Agreement modifications) to include locations outside of the Ameritech region.

4. ASSIGNMENT

Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment shall be in whole and not in part, and any such assignment without prior written consent of SBC shall be void.

5. NO DISCLOSURE

Except to the extent required by law or government regulation, Customer shall not make any public announcement of or otherwise disclose to any third party the existence of this Agreement or any of its terms without SBC's prior written consent. However, to the extent this Agreement relates to Services provided in Ohio, this provision does not apply. Notwithstanding the above, Customer authorizes SBC to share, as it is reasonably necessary to accomplish the purposes of this Agreement, Customer's proprietary network information held by SBC which is specific to Customer.

6. APPLICABLE TARIFF REGULATIONS

Approval of this Agreement by any applicable regulatory agency, if any approval is determined by SBC to be necessary, will be obtained by SBC. If approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any non-recurring charges paid. Approval of this Agreement by any regulatory agency with proper jurisdiction does not constitute a determination that the terms and provisions for termination of the Agreement, or any resulting termination liability will be upheld in a court of law or that the applicable regulatory agency has approved any terms or provisions contained herein

Regarding California regulated products, this Agreement and any California specific Attachment shall be subject to the continuing jurisdiction of the CPUC and shall at all times be subject to such changes or modifications by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

In certain cases, SBC is regulated by rules, regulations and orders of state Public Utility Commissions (PUCs), the FCC and courts with proper jurisdiction. In the event that this Agreement, or any part thereof, is subsequently deemed by a court or agency with proper jurisdiction to be in conflict with any law, rule, regulation or order, or SBC in good faith believes this Agreement or any part thereof to be in conflict with any law, rule, regulation or order, SBC may terminate or modify this Agreement or any affected Attachments without liability. Each reference to a tariff provision in this Agreement shall be deemed to mean or to include any and all similar tariff provisions or other regulations which are changed or established from time-to-time during the term of this Agreement in lieu of said tariff provision.

7. JOINT WORK PRODUCT

This Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

8. PUBLICITY

Each party shall submit to the other party all advertising, sales promotion, marketing communications or any other publicity relating to the subject matter of this Agreement wherein the other parties' name's mentioned or language, signs, markings or symbols are used from which the connection of either parties' name may, in the other parties' judgment, be reasonably inferred or implied. Neither party shall publish or use such advertising, sales promotion or publicity matter without obtaining prior written approval from the other party.

9. NON-WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall not be construed as a general waiver or relinquishment of such term, right or condition. A waiver by either party of any default shall not be deemed a waiver of any other default, or act as a waiver of this Agreement, or any part thereof, or any right of the party thereafter to enforce it.

10. HEADINGS

Headings contained in this Agreement or the Attachments are for reference purposes only and shall not affect the meaning or interpretation of this Agreement or any Attachment.

11. NOTICES

All notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person or by confirmed facsimile or by overnight courier, addressed as follows:

To Customer: Milwaukee Police Department
Attn: Don Gralak
749 W. State Street
Milwaukee, WI 53233
Fax #: (414) 935-7108

To SBC: SBC Global Services, Inc.
17950 W. Corporate Drive, 2nd Floor
Brookfield, WI 53045
Attention: Contract Manager
Fax #: (262) 794-4509

The address to which notices may be given by either party may be changed by written notice given by such party to the other pursuant to this paragraph.

12. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement, the Attachments, incorporated by reference herein, and all applicable tariffs constitutes the full and complete Agreement between the parties regarding the subject matter of this Agreement. In the event of a conflict between the terms and conditions of this Master Discount Agreement and the Attachment, the terms of the Attachment shall control.

Except for properly filed tariffs, neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties, however, modification to an Attachment may be modified according to terms of that Attachment.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement 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 _____