

**UNIVERSAL SERVICE FUND  
SCHOOLS AND LIBRARIES PROGRAM  
ADDENDUM TO PURCHASE ORDERS**

THIS ADDENDUM is made by BellSouth Communication Systems, LLC ("BellSouth") and Tupelo Public School District ("Customer"), and supplements Customer's purchase order nos. 00813386, 00813387, 00813388, 00813389, 00813390, 00813391, 00813392, 00813393 for Equipment and Services, part or all of which is eligible for discount under applicable federal law pertaining to schools and libraries eligible to benefit under universal service provisions.

1. The Purchase Orders are for Equipment and Services which are eligible for discount ("E-rate") under applicable federal law pertaining to schools and libraries eligible to benefit under universal service provisions.
2. BellSouth is a service provider participating in the universal service support schools and libraries program.
3. Customer has taken all necessary action with respect to qualification for, and payment of, such E-rate purchase of Equipment and Services and has obtained from the Universal Service Administrative Company or such other federal entity or agency designated for administering federal universal support ("Administering Entity"), a statement verifying the dollar amount portion of the total price for all Equipment and Services which will be paid to BellSouth by the Administering Entity and will provide a copy of such award to BellSouth. BellSouth shall, in addition to its normal billing procedure, render an invoice for such pre-approved amount to the Administering Entity and bill the balance to Customer.
4. Should USF funding not be provided, or failure of such funding to be actually paid to BellSouth, Customer shall remain fully liable for (1) all nonrecurring charges, including restocking fees or order cancellation fees or assessments; (2) any costs that may not have been included in the nonrecurring charges which were incurred by BellSouth to provide the Equipment or Services; and (3) any recurring charges for Equipment or Services rendered prior to termination of the order giving rise to Equipment or Services as a result of such USF non-funding. All charges may be billed as either nonrecurring charges or as part of any recurring charges and shall become due and payable in full within sixty (60) days after initial denial of USF funding. Customer's failure to pay in full any of the charges listed in items (1), (2) and (3) above when they are due shall be sufficient cause for denial of all Equipment or Services and termination for default of the Purchase Orders.
5. In the event of a subsequent change in the law, regulations or procedures governing the eligibility of Customer and/or Equipment or Services for discount under universal service provisions, or the timing or amount of payments by the Administering Entity, each party shall have the right, upon written notice to the other party, to terminate such Purchase Orders and all future obligations thereunder, except the obligation to pay for Services or Equipment provided prior to termination.
6. Upon request, Customer shall be obligated to use its best efforts to diligently appeal any initial denial of USF funding; however, an appeal shall not relieve the Customer of the obligation to pay all charges within sixty (60) days of initial decision on appeal.

7. The eligibility of any Product or Service under the E-rate program is or may be conditional and undecided in many areas, including the Products or Services anticipated for purchased under this RFP. If Customer has a concern over the eligibility of a particular product or service, please ask USAC for clarification in this area either through "Ask a Question" on the SLD website <[www.sl.universalservice.org](http://www.sl.universalservice.org)> or call SLD Helpdesk, 888-203-8100. While USAC may give additional guidance, *only the FCC can determine true eligibility*. For a current listing of the eligible products and services under the program, please refer to the current Eligible Services List at <<[www.sl.universalservice.org/reference/eligible.asp](http://www.sl.universalservice.org/reference/eligible.asp)>>.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representative in duplicate counterparts, each of which shall be deemed an original.

**Customer: Tupelo Public School District**

By: 

Name: Randy D. McCoy

Title: Superintendent

8/6/08

**BellSouth Communication Systems, LLC**

**By: BellSouth Business Systems, Inc.**

By: 

Name: Dennis Brackin

Title: Sales Director

Date: 8/4/08