

## CONTRACT

This contract (the "Contract," more fully defined below), effective the last date signed below, is by and between the State of Florida, State Technology Office ("STO"), an agency of the State of Florida with offices at 4030 Esplanade Way, Tallahassee, Florida 32399-0950, and HAYES E-Government Resources, Inc. ("HAYES"), a Florida corporation with offices at 1355 Thomaswood Drive, Tallahassee, Florida 32308.

HAYES responded to STO's Invitation to Negotiate No. 02-STO-ITN-003 (the "ITN") for Bundled Internet Access Services. Following review of all written offers and accompanying documentation, and negotiations with HAYES, STO and the Florida Department of Education, an agency of the State of Florida ("DOE") have determined to accept the HAYES's offer and to enter into this Contract.

Accordingly, and in consideration of the mutual promises contained in the Contract, STO, and HAYES do hereby enter into this Contract. The Contract is dependent upon DOE's successful application for federal E-rate discounts on bundled services. If DOE's E-rate application is denied in part or in full, or if the related proceeds thereof are not paid in part or in full, then STO shall have the right, in sole and absolute discretion, to terminate this Contract and all parties' rights and obligations hereunder. Such termination shall be effective upon written notice to HAYES thereof. HAYES agrees to provide the solution outlined in the Scope of Work in exchange for the compensation described hereunder. The term of the Contract is from the effective date to June 30, 2006 with two (2) one (1) optional year extensions for STO. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document
- Scope of Work (attached as Exhibit 1)
- Technical Specifications (11/8/02) (attached as Exhibit 2)
- General Conditions (11/8/02) (attached as Exhibit 3)

Except as otherwise identified above, the ITN and HAYES reply are not part of the Contract; however, they may be considered, as necessary, to interpret any Contract term the meaning of which is not otherwise facially apparent.

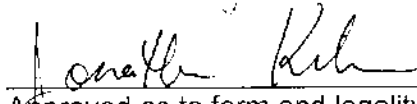
[SIGNATURE PAGE FOLLOWS]

STATE OF FLORIDA,  
STATE TECHNOLOGY OFFICE



By: Kimberly Bahrami  
State Chief Information Officer

1/16/03  
Date



Approved as to form and legality  
by Gray, Harris & Robinson, P.A.

1/16/03  
Date

HAYES E-Government Resources, Inc.

  
Karen Martinoff  
President and CEO

1/16/03  
Date