

AMENDMENT NO 3
To
STATE OF OHIO SERVICE ATTACHMENT 9 TO THE MASTER SERVICE
AGREEMENT

This Amendment No. 3 ("Amendment") is entered into by and between The Department of Administrative Services on behalf of the State of Ohio (the "State") and AT&T Corp. on behalf of the AT&T entity authorized to provide Services hereunder: AT&T Mobility National Accounts LLC ("Vendor" or "AT&T") (State and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. Recitals.

1.1 WHEREAS, the Parties entered into that certain Master Service Agreement dated May 20, 2010; and

1.2 WHEREAS, the Parties entered into that certain Service Attachment dated February 24, 2012 ("Service Attachment 9");

1.3 NOW THEREFORE, the Parties intend to make certain changes to the Service Attachment 9 in accordance with the terms and conditions of this Amendment 3 as follows:

Section 2. Agreement. In consideration of the recitals set forth in Section 1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and State hereby agree to amend the Service Attachment 9 pursuant to the terms and conditions of this Amendment No. 3. Unless otherwise defined, capitalized terms in this Amendment No. 3 have the meanings ascribed to them in the Master Service Agreement.

Section 3. Unlimited Voice Plan. AT&T will provide the State the Unlimited Voice Plan (the "Unlimited Voice Plan") for a Monthly Service Charge of \$56.99. The Unlimited Voice Plan is not eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T's customers. The Unlimited Voice Plan is only available to the State's qualified CRUs. Except as otherwise provided herein; (a) the terms and conditions set forth in the AT&T Nation GSM Plan Sales Information is applicable to the Unlimited Voice Plan and is incorporated herein by this reference. To the extent of any material conflict between the terms and conditions of this §3 and the Sales Information referenced in this §3, the terms of this §3 will control.

Section 4. Appropriation and Certification of Funds. Section 4 of the Master Service Agreement dated May 20, 2010 is incorporated herein by reference.

Section 5. Restatement of Contract. The terms and conditions of the SA9, as modified by this Amendment No. 3, are hereby restated and ratified by AT&T and the State. All such terms and conditions are and shall continue to remain in full force and effect.

[Signatures on Following Page]

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The State has requested that AT&T sign this Amendment No. 3 first, and AT&T has agreed to do so. This Amendment No. 3 as signed by AT&T shall be binding upon the State from the time of the State's signature, and AT&T will begin implementing the Amendment No. 3 when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T not more than forty five (45) days after AT&T delivered a signed copy to the State. Further, any and all changes made to Amendment No. 3 after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this attachment signed by both Parties, except for changes expressly authorized by the terms of this Amendment No. 3.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 which shall be effective on the date signed by the State.

**AT&T CORP. ON BEHALF OF THE
AT&T ENTITY AUTHORIZED TO
PROVIDE SERVICES HEREUNDER:
THE OHIO BELL TELEPHONE
COMPANY D/B/A AT&T OHIO**

**THE DEPARTMENT OF
ADMINISTRATIVE SERVICES, ON
BEHALF OF THE STATE OF OHIO**



Signature



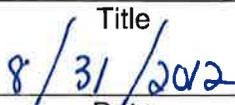
Signature

Mark Flister
Printed Name

Robert Blair/srd
Printed Name

Sr. Contract Manager
Title

DAS Director/Assistant Director
State CIO
Title


Date


Effective Date

841659970
Federal Tax ID#