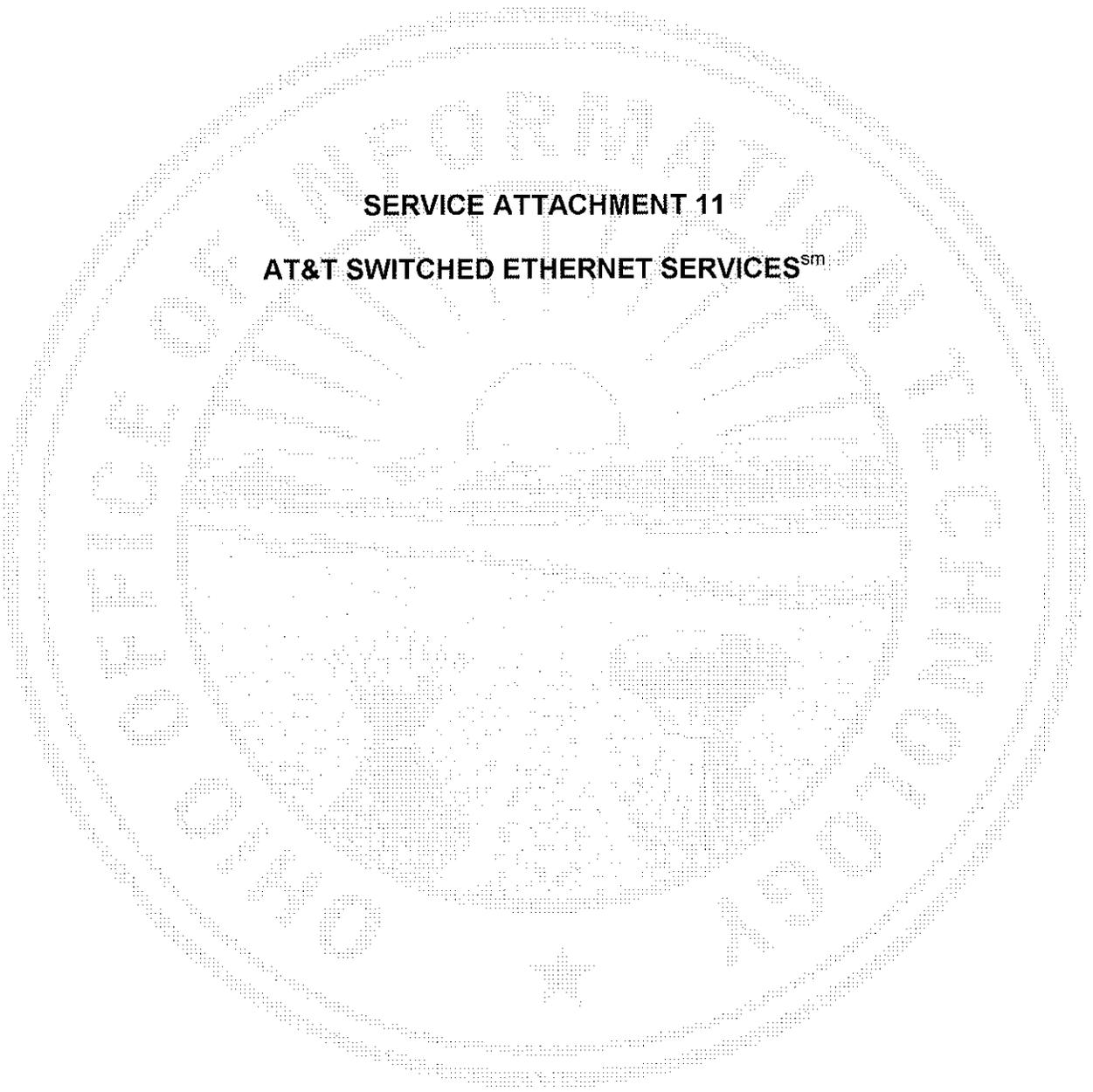


**SERVICE ATTACHMENT 11
TO THE
MASTER SERVICE AGREEMENT**



**SERVICE ATTACHMENT 11
AT&T SWITCHED ETHERNET SERVICESsm**

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This Service Attachment (the "Service Attachment") to the Master Services Agreement effective May 20, 2010 (the "MSA"), is between 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 ("Vendor") and the State of Ohio Department of Administrative Services (the "State").

The State and Vendor are also referred to herein individually as a "Party" and collectively as the "Parties". Terms used but not defined herein have the meanings as set forth in the MSA.

WHEREAS, Vendor desires to provide to the State and the Subscribing Entities certain services described herein as AT&T Switched Ethernet Servicesm, upon the terms and conditions set forth in the MSA and such additional terms and conditions as set forth herein; and

WHEREAS, the Parties desire to execute this Service Attachment to the MSA;

WHEREAS, this Service Attachment 11 will become effective upon last signature and will extend through June 30, 2015.

NOW THEREFORE, in accordance with the provisions of the MSA, and in consideration of the conditions and covenants contained herein, the Parties agree as follows:

1. Overview

1.1 Service Overview. AT&T Switched Ethernet Servicesm is a switched Metro Ethernet transport service that enables agencies to use Ethernet Virtual Local Area Network (VLAN) technology to transport traffic among two or more disparate metro locations as if they were a part of the same Local Area Network ("LAN").

1.2 Agreement; Interpretation.

- (a) The Service is provided in accordance with, and is subject to, the terms and conditions of the MSA, the terms and conditions set forth herein, and the applicable Tariff, Service Guide, and/or Guidebook ("Service Publication"), including AT&T Ohio's intrastate tariff, which is AT&T Ohio PUCO Tariff No. 20, which references the AT&T Interstate

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Guidebook for Broadband Access Services. AT&T Switched Ethernet Services provisions can be found in Part 5, Section 4 of the Guidebook which can be found at <http://cpr.att.com/pdf/is/index.html>.

- (b) The order of precedence among the documents that constitute the agreement between the Parties is specified in the Section 1.15 of the MSA.

2. Description of Service

This Service Description is listed herein only as convenience; the Service is provided in accordance with the applicable Service Publication, i.e the applicable Tariff, Service Guide, and/or Guidebook.

2.1 AT&T Switched Ethernet Service.

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and copper access facilities and a switched Ethernet core network. It provides full duplex transport of data signals between a Subscribing Entity's location and an Ethernet switch in an AT&T Telephone Company central office. Each connection is referred to as a "port" throughout this document. These ports can be interconnected in a variety of ways in the core network.

AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint configurations. Point-to-point service provides a connection between two ports. Point-to-multipoint service provides multiple point-to-point connections from a single port to multiple remote ports, most typically as a "hub and spoke" design. Multipoint-to-multipoint service provides a multipoint connection between three or more designated ports and is often referred to as "any to any" type of connectivity.

2.2 Connections:

- (a) Ports: Subscribing Entity connections (Ports) are offered at 100 Mbps, 1,000 Mbps (1 Gig) and 10,000 Mbps (10 Gig)
- (b) Committed Information Rate (CIR) and Class of Service (CoS)
CIR, sometimes referred to as the "Logical Channel" of the port, provides the bandwidth available on a Customer Port Connection. CIR is available

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per Customer Port Connection in increments ranging from 2 Mbps to 10,000 Mbps.

CIR is offered with multiple choices for CoS. CoS establishes the performance characteristics of the network that are suitable for certain applications. Each Subscribing Entity(s) Port Connection has a single CIR and COS associated with it. CoS options are listed as a hierarchy, from "highest" to "lowest" based on network prioritization and performance as follows:

- Real-Time: Supports applications that require minimal loss, are latency-sensitive and require low latency variation (jitter), including voice and video. The service parameters associated with Real-Time CoS are Packet Delivery Rate (PDR), Latency, Jitter, and Network Availability.
- Interactive: Supports high-priority business data applications or jitter-sensitive applications such as voice and video. The service parameters associated with Interactive CoS are PDR, Latency, Jitter, and Network Availability.
- Business Critical-High: Supports most business data applications with moderate tolerance for delay and which are more sensitive to jitter, and have a higher priority than Business Critical-Medium. The service parameters associated with Business Critical-High CoS are PDR, Latency, and Network Availability.
- Business Critical-Medium: Supports most business data applications with moderate tolerance for delay and which are less sensitive to jitter. The service parameters associated with Business Critical- Medium CoS are PDR, Latency, and Network Availability.
- Non-Critical High: Supports low priority business applications with more tolerance for delay and availability. The service parameters associated with Non-Critical High CoS are PDR, Latency, and Network Availability.

The above classes of service are offered under a "Basic Serving Arrangement" wherein all traffic within an Ethernet Virtual Connection (EVC) is treated with the same priority and CoS within the network. Alternately, a "Per Packet Class of Service" Serving Arrangement (PPCoS) allows the Subscribing Entity to set a CoS priority for each packet (Ethernet frame) that

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reflects the characteristics and priority of that frame thru the network. The above choices of CoS are also included in the PPSoS Serving Arrangement, plus one more CoS, "Non-Critical" which carries the lowest priority within the network. In this PPSoS serving arrangement the Subscribing Entity subscribes to the Port CIR in "packages" which reflect the combinations or allocations of CoS allowed under each package. Prices for this alternate serving arrangement may be offered on an Individual Case Basis (ICB).

(c) Ethernet Virtual Connections (EVC).

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Subscribing Entity configurations. Standard EVCs are not billed to the Subscribing Entity as a separate rate element. In the Basic Serving Arrangement, each EVC is assigned a CIR and CoS that must be equal to or lower than the CIR and CoS of the Port. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Requests for EVC CIR above these limits will be evaluated on an ICB, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

The total assigned bandwidth (sum of the CIR for all EVCs) on a single port cannot exceed the selected CIR of that port. Point-to-point EVCs must be symmetrical; the EVC CIR at each port must be the same. For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that port and does not need to be the same at all ports. Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA. The aggregate assigned CIR for all EVCs between any two Subscribing Entity's Port Connections cannot exceed 2000 Mbps (for point-to-point EVCs) or 1000 Mbps (for multipoint EVCs), except when approved on an ICB.

The maximum number of EVCs supported for point-to-point and multipoint configurations on each Subscribing Entity Port Connection are:

<u>Port Type:</u>	<u>Maximum EVCs</u>
100 Mbps Port:	Up to 8 EVCs
1 Gbps Port:	Up to 64 EVCs
10 Gbps Port:	Up to 508 EVCs

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Subscribing Entity may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs (i.e. EVCs between two ports) can be associated with an unlimited number of MAC addresses. Multipoint EVCs (i.e., EVCs between three or more ports) will be limited to 50 MAC addresses per multipoint EVC on each port, unless the Subscribing Entity purchases the Additional MAC Addresses optional feature (See Section 3.4 for pricing).

2.3 Equipment.

(a) Network Premise Equipment ("NPE"). Vendor and the Subscribing Entity agree as follows with respect to network premises equipment owned by Vendor:

(a.1) Vendor will deliver, install, and maintain the NPE; provided, however, that the Subscribing Entity, at its own expense, shall provide:

(a.1.1) an equipment room with space for the NPE that is environmentally compliant, as specified by the equipment manufacturer and meets other environmental conditions as specified by Vendor;

(a.1.2) reasonable access to Vendor to the NPE during the Subscribing Entity's business hours;

(a.1.3) adequate work space, heat, light, ventilation and electrical outlets. The NPE shall not be removed, relocated, modified, or attached to non-Vendor components other than the AT&T Switched Ethernet Service interface by the Subscribing Entity without prior written authorization from Vendor.

(b) Customer Premise Equipment ("CPE"). The Subscribing Entity agrees as follows with respect to CPE that it is required to provide or otherwise use in conjunction with the Services:

(b.1) The Subscribing Entity is responsible for extending the CPE to the AT&T Switched Ethernet Service Interface, including providing the appropriate media adapter/cables for the applicable AT&T Switched Ethernet Service interface protocol.

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(b.2) For fiber extensions, the fiber connectivity between the CPE and the AT&T Switched Ethernet Service interface must meet the applicable 1000BaseSX, 10GBase SR or 10GBase LR, LX/LH protocol standards.

(b.3) For fiber extensions, the length of the fiber connecting the Subscribing Entity's CPE and the AT&T Switched Ethernet Service interface must account for fiber bending signal losses but must in no event be more than 600 feet in length.

(b.4) For Unshielded Twisted Pair ("UTP") extensions, the UTP connectivity between the CPE and the AT&T Switched Ethernet Service interface must be Category 5 or better and meet the 100BaseT or equivalent standards.

(b.5) For UTP extensions, the length and location of the UTP Category 5 cable connecting the CPE and the AT&T Switched Ethernet Service interface must be free of bridges, splices and taps other than a maximum of two "punch-downs"; and account for electromagnetic interference, but must in no event be more than 300 feet in length.

(b.6) The CPE must deliver the data signal for the AT&T Switched Ethernet Service transport within the industry specification for the subscribed data service. AT&T Switched Ethernet Service supports full duplex communication.

(b.7) Each Subscribing Entity is responsible for providing all conduit/structure as well as the path from the property line to the demarcation point for access of primary route and, where the Subscribing Entity deems appropriate, dual entrance access.

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2.4 Power Supply

An Uninterruptible Power Supply ("UPS") is not a standard component of AT&T Switched Ethernet and is not included in the configuration or price. If the Subscribing Entity desires power backup at a given site, it is their responsibility to provide the UPS mechanism. Vendor is not responsible for outages due to power failures or interruptions at the Subscribing Entity premises, especially as they apply to network availability or SLAs metrics/credits.

3. **Fee Structure.**

3.1 Monthly Recurring Charge. The Pricing Table set forth in Section 3.3 below provides the monthly recurring charge ("MRC") for the 60 month Service Term for AT&T Switched Ethernet Service. Vendor shall charge and the Subscribing Entity(s) agrees to pay the appropriate MRC's and non-recurring charges set forth in this Service Attachment in accordance with the MSA. Vendor reserves the right to reject any Service Order in accordance with Sections 1.3 and 16 of the MSA, or provide rates on an ICB.

3.2 Service Enhancements and Cost Recovery Fee. Pricing components for MRC elements in the Pricing Table set forth in Section 3.3 below include the OIT 2% Cost Recovery Fee and are required components of the Service. The Cost Recovery Fee is not E-Rate eligible, and will be itemized as a separate cost element on the invoice for the Service.

3.3 Pricing Table:

Prices shown below are for the Basic Service Arrangement with Interactive Class of Service; alternate configurations, class of service choices, and other term options are available via ICB.

AT&T Switched Ethernet Service is provided by Vendor where equipment and facilities permit. If appropriate facilities are not available, additional construction and installation charges may apply ("Special Construction Charges"). Special Construction Charges are determined based on the distance of the location to Vendor's switching office that supports the requested Service and the reusability by other Vendor customers of the equipments and fiber facilities being deployed to support the requested service. Notwithstanding the foregoing, Special Construction Charges will not apply to locations equipped with spare capacity of existing Vendor fiber that meets the specifications of the requested service.

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Special Construction Charges may be paid as a one-time fee or amortized and added to the MRC.

For Subscribing Entity(s) who provide a one-time up front payment, Vendor will recalculate the monthly rate to reduce the monthly recurring charge(s).

Component/Speed	USOC	Term 24 Months Monthly Recurring Rate	Term 36 Months Monthly Recurring Rate	Term 60 Months Monthly Recurring Rate	Non- Recurring Charge - Each
100 Mbps Port	EYQEX	ICB	ICB	\$230.00	ICB
1 Gbps Port	EYQFX	ICB	ICB	\$686.00	ICB
*10 Gbps Port	EYQGX	ICB	ICB	\$1,380.00	ICB
2 Mbps CIR	R6E2X	ICB	ICB	\$26.00	
4 Mbps CIR	R6E4X	ICB	ICB	\$70.00	
5 Mbps CIR	R6EAX	ICB	ICB	\$120.00	
10 Mbps CIR	R6EBX	ICB	ICB	\$119.00	
20 Mbps CIR	R6EDX	ICB	ICB	\$145.00	
50 Mbps CIR	R6EHX	ICB	ICB	\$260.00	
100 Mbps CIR	R6ELX	ICB	ICB	\$270.00	
150 Mbps CIR	R6ENX	ICB	ICB	\$64.00	
250 Mbps CIR	R6EQX	ICB	ICB	\$215.00	
500 Mbps CIR	R6ETX	ICB	ICB	\$214.00	
600 Mbps CIR	R6EUX	ICB	ICB	\$414.00	
1 Gbps CIR	R6EZX	ICB	ICB	\$514.00	
2 Gbps CIR	R61BX	ICB	ICB	ICB	
2.5 Gbps CIR	R61CX	ICB	ICB	ICB	
4 Gbps CIR	R61FX	ICB	ICB	ICB	
5 Gbps CIR	R61HX	ICB	ICB	ICB	
7.5 Gbps CIR	R61NX	ICB	ICB	ICB	
9.5 Gbps CIR	R61RX	ICB	ICB	ICB	
10 Gbps CIR	R61SX	ICB	ICB	ICB	

*10 Gbps port requires a minimum of 1 Gbps CIR.

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3.4 Optional Feature Pricing Table:

Repeater charges (if applicable to a given port) are waived.

Each additional block of fifty (50) MAC Addresses Per Port: MRC \$5.00, NRC \$70.

Other service options are available and priced on an ICB, including:

- a. Additional Class of Service options including Real Time
- b. PPCoS Serving Arrangement and associated CoS packages
 - PPCoS Serving Arrangement provides transport of data with variable Classes of Service within an Ethernet Virtual Connection. With this serving arrangement, the Subscribing Entity applies a priority identifier to each Ethernet frame (packet) within an EVC, and the packet is given the associated CoS priority level within the AT&T network. This arrangement requires a PPCoS Customer Port Connection (PPCoS port).
- c. Enhanced Multicast which allows for higher multicast limits. The Enhanced Multicast feature allows the broadcast/multicast/unknown unicast (BUM) traffic limit associated with multipoint EVCs to be increased from 2 Mbps up to 30 Mbps per EVC.
- d. Diverse Access allows 2 ports to be provisioned in a diverse arrangement
- e. Advanced Access Failover allows a single port to be provisioned with a protected fiber facility
- f. Alternate Service Switch allows the service to be provisioned on a core switch that is different from the normal serving switch.
- g. Meet Point Service Arrangements allow for service to be provisioned between a location served by AT&T and location(s) served by another Incumbent Local Exchange Carrier (ILEC) within the Local Access and Transport Area ("LATA").

3.5 VLAN Aggregation Links:

AT&T will provide 1Gbps Ethernet VLAN aggregation links to the following OARnet/State of Ohio POPs at no additional charge to support the VLANS ordered pursuant to this agreement provided there is a minimum capacity fill rate of 50% per link, per site. Additional links to these OARnet/State of Ohio POPs will be provided at no additional charge, as necessary to support remote site port/VLAN purchased by Subscribing Entity hereunder, once the initial link has

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reached its full capacity. If the initial 1Gbps Ethernet VLAN aggregation link remains below 50% capacity fill rate for greater than 6 months from date of installation, AT&T reserves the right to charge for the 1Gbps VLAN aggregation link. AT&T reserves the right to restrict any single VLAN to 250Mbps on the AT&T provided shared Gbps links.

OARNET POP	50 Public Sq. Suite 640	Cleveland	44113
OARNET POP	1 Federal Plaza W, Room 1000	Youngstown	44503
OARNET/SOH POP	1320 Arthur E Adams Drive	Columbus	43221
OARNET/SOH POP	30 E Broad St	Columbus	43215
OARNET POP	1 Cascade Plaza, Suite 1210	Akron	44308
OARNET POP	222 N Erie Street, Suite 1A	Toledo	43626
OARNET POP	130 W. Second Street	Dayton	45402

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3.6 Taxes:

If a Subscribing Entity is not exempt from the payment of federal, state, or local taxes, the Subscribing Entity will be responsible for paying such taxes as required under Section 9.1 of the MSA.

3.7 Disconnection Charges:

- (a) A Subscribing Entity will pay Disconnection Charges if applicable under Sections 7.6 A and 8.4 B of the MSA as calculated in Section 3.7 (b) below.
- (b) Disconnection Charges with respect to a circuit will be calculated by multiplying:
 - (i) the MRC by;
 - (ii) the number of months remaining in the Service Term selected by the Subscribing Entity by;
 - (iii) 50%.
- (c) If Vendor is unable to meet the agreed installation date (provided such failure is not due to the fault of the Subscribing Entity), within sixty (60) days after such agreed installation date, the Subscribing Entity and Vendor will either agree in writing upon a new installation date or the Subscribing Entity will cancel the Service Order. Except for a cancellation of a Service Order, regarding inability to meet an agreed installation date, if a Subscribing Entity(s) cancels a circuit prior to installation being completed, the Subscribing Entity(s) will reimburse Vendor for all time and materials incurred prior to the effective date of termination, including any third party charges resulting from the termination and Special Construction Charges. The Subscribing Entity(s) must submit a Service Order to the Vendor to cancel Service through the State's Ordering System (i.e TSR).
- (d) Disconnection Charges will not apply if a terminated Service Component is
 - (i) replaced with an upgraded Service Component at the same Site, and
 - (ii) the Term and associated total MRC for the new Term of the replacement Service Component are equal to or greater than the Term

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and associated total MRC for the remainder of the terminated Service Component, and

(iii) the upgrade is not restricted in the applicable Service Publication.

If Disconnection Charges are due in connection with a change in Service prior to the expiration of a Subscribing Entity's Service Term, Vendor may review the request for the replacement Services and may, in its sole discretion, elect to waive any Disconnection Charges otherwise due and payable by the Subscribing Entity.

4. Service Level Agreement (SLA)

SLAs are provided in accordance with the applicable Service Publication and listed herein as follows:

4.1 Class of Service (CoS) SLA

CoS SLA credits will be granted for AT&T Switched Ethernet Service if the Vendor fails to meet service parameters (i.e., Latency, Packet Delivery Rate (PDR) and Jitter) defined for each CoS, subject to the following terms and conditions:

- (a) Upon verification by the Vendor that the actual service performance for that parameter failed to meet the committed level, the Vendor has thirty (30) calendar days to correct the problem.
- (b) If after thirty (30) calendar days, the service performance for that parameter is still failing to meet the committed level, the Subscribing Entity will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports (for each of the SLAs other than Network Availability). Only one such credit, per port, shall be applied per billing period.
- (c) Latency may vary on ports with Real Time CIR of 10 Mbps or below that are delivered via copper versus fiber facilities and Real Time EVCs on such copper ports are only offered on an individual case basis. If, during the implementation phase, it is determined that the real time SLA cannot be met, AT&T will reject the order and provide a new quote for a non Real Time service.
- (d) Real Time EVCs between ports that are connected with an inter-Central Office facilities path extending more than 200 miles or those with EVC CIRs in

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excess of 1000 Mbps and/or using a PPSoS serving arrangement with a package exceeding 1000 Mbps Real Time are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the Latency SLA is met.

(e) Latency, Jitter, and Packet Delivery Rate (PDR) SLA

Latency, Jitter and Packet Delivery Rate (PDR) are measured by averaging sample measurements taken during a calendar month between the NTE to which the Subscribing Entity ports are attached (i.e., end to end), when the AT&T Switched Ethernet Service network is available for use by the Subscribing Entity. The SLA service parameters are based on a LATA-wide average of the Subscribing Entity's one-way traffic traversing the NTE and the network. The SLA target for Latency and Jitter is to be not more than, and for PDR is to be not less than, the applicable amount set forth in the table below. Notwithstanding the foregoing, these SLA measurements do not include traffic to or from any Inter Carrier Office ("ICO") NNI Trunking Arrangement.

The following table displays the CoS SLA service parameters:

Class of Service	Service Measurement		
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	5 ms	3 ms	99.995%
Interactive	13 ms	10 ms	99.95%
Business Critical – High	20 ms	n/a	99.9%
Business Critical - Medium	30 ms	n/a	99.9%
Non-Critical High	50 ms	n/a	99.5%
Non-Critical Low ¹	n/a	n/a	n/a

¹This CoS is only offered as part of the Per Packet Class of Service Serving Arrangement.

4.2 Network Availability SLA

The SLA service parameter for Network Availability is to be not less than 99.99% for all ports regardless of Class of Service. Network Availability is calculated as the percentage of time during a month that the network is capable of accepting and delivering Subscribing Entity data during the measurement period. Network Availability includes the Ethernet core network and the local loop, and the

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calculation excludes maintenance windows. The calculation for Network Availability for a given month is as follows:

1. [24 hours x days in month x 60 minutes x number of Subscribing Entity sites]
2. Subtract network outage time (measured in minutes)
3. Divide by [24 hours x days in month x 60 minutes x number of Subscribing Entity sites]

Upon verification by AT&T that the actual service performance for Network Availability was less than the committed level, the Subscribing Entity will be provided a service credit equal to 10 percent of the Monthly Recurring Charge (MRC) for all affected ports.

4.3 Credit Allowance for Service Interruptions

Service is considered to be interrupted when it becomes unusable to the Subscribing Entity because of a failure of a facility component used to furnish Service under this Agreement. The interruption must result in the complete loss of Service by the Subscribing Entity. An interruption period starts when an inoperative Service is reported to the Vendor and ends when the Service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.)

In the event of a Service Outage, the following SLA Credits will apply and be issued with respect to the affected ports for the month in which the Service Outage occurred.

Per Service Outage	Percentage Credit
30 minutes to 4 hours	5% of MRC
4 hours to 8 hours	10% of MRC
8 hours to 12 hours	25% of MRC
12 hours to 24 hours	50% of MRC
Over 24hrs or Recurring	100% of MRC

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4.4 SLA Exclusions

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- (a) Any cause beyond the Telephone Company's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- (b) Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than the Telephone Company;
- (c) Interruptions caused by the negligence of the customer.
- (d) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (e) When the Telephone Company and the Customer negotiate the release of the service for
 - (i) maintenance purposes,
 - (ii) to make rearrangements or
 - (iii) to implement an order for a change in the service, a credit does not apply during the negotiated time of release.
- (f) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (g) Data loss during the Vendor's scheduled maintenance windows;
- (h) Data exceeding subscribed CIR;
- (i) Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

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The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charge for the port and associated rate elements.

4.5 Persistent Breaches:

If with respect to a circuit, Vendor fails to meet the same SLA resulting in the issuance of an SLA Credit during each month of a three (3) consecutive month period (a "Persistent Breach"), the Subscribing Entity shall have a right to cancel the Service with respect to such circuit, provided that the Subscribing Entity provides written notice to Vendor of its intent to cancel hereunder within forty-five (45) days of the end of the last month of the Persistent Breach. Cancellation of a circuit hereunder shall not require the payment of Disconnection Charges with respect to such circuit, but will require the payment of all accrued but unpaid monthly charges for such circuit.

5. Other Terms and Conditions

5.1 Service Orders:

- (a) All Orders for Services hereunder ("Service Order") shall be initiated by the Subscribing Entity(s) via the State's Order System. Prior to a Subscribing Entity(s) issuing a Service Order, Vendor will, upon request, provide a quote (a "Service Quote") in writing documenting:
- (i) the Service Term;
 - (ii) other configuration requirements consistent with the Terms hereof (including environmental requirements) and
 - (iii) any special construction charges associated with the Order. The Subscribing Entity(s) will place each Service Order consistent with the Service Quote via the State.
- (b) Any Subscribing Entity(s) placing a Service Order hereunder, shall at the time the Service Order is placed, and for that Service only, acknowledge and certify to the best of their knowledge that the total interstate traffic on the Services purchased hereunder constitutes ten percent (10%) or less of the total traffic on the Service ordered.

5.2 Service Term. Subject to the Term of the MSA and this Service Attachment, the State's rights of termination and renewal as set forth in the MSA and the Subscribing Entity's right to cancel the ordered Services in accordance with the MSA, the "Service Term" with respect to each Subscribing Entity placing a Service Order hereunder shall

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be the number of months of service selected and set forth in the Service Order. Upon expiration of the Service Term during the Term of the MSA, upon thirty (30) days prior notice to Vendor the Subscribing Entity will have the right to:

- (a) renew and the Services on the same terms and at the same rates for the duration of the renewed Service Term, and
- (b) renew the Services and select a different Service Term under the terms and rates set forth herein, and
- (c) cease using the Service(s) (which will require Subscribing Entity to take all steps required by Vendor to terminate the Service(s)) or the Service Term or
- (d) continue using the Service(s) on a month-to-month service arrangement, at Vendor's then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook.

If the Subscribing Entity fails to provide notice to Vendor hereunder, the Services will be continued on a month-to-month service arrangement, at Vendor's then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. If the MSA or this Service Attachment expires in accordance with the terms of the MSA, then any Service ordered under this Service Attachment that extends beyond the term of this Service Attachment and/or the MSA shall survive for the remainder of the Service Term and be subject to the provisions as set forth in Section 3.7 of this Service Attachment.

[Signature page follows.]

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TO THE
MASTER SERVICE AGREEMENT**

The State has requested that AT&T sign this Service Attachment first, and AT&T has agreed to do so. This Service Attachment as signed by AT&T shall be binding upon the State of Ohio signature, and AT&T will begin implementing the Service Attachment when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T no more than thirty (30) days after AT&T delivered a signed copy to the State. Further, any and all changes made to the Service Attachment after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Service Attachment signed by both Parties, except for changes expressly authorized by the Terms of this Service Attachment.

In Witness Whereof, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

AT&T	State of Ohio, The Department of Administrative Services
By: <i>DeAnn I. Skinniv</i>	By: <i>Robert Blair/srd</i>
Printed Name: <i>DeAnn I. Skinniv</i>	Printed Name: Robert Blair/srd
Title: <i>Sales Manager</i>	Title: DAS Director/Assistant Director State CIO
Date: <i>3/8/2013</i> Federal Tax ID: 34-0436390	Effective Date: <i>3/13/13</i>