

**SERVICE ATTACHMENT 10
TO THE
MASTER SERVICE AGREEMENT**

**SERVICE ATTACHMENT 10
DEC-A-MAN SERVICES**

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SERVICE ATTACHMENT 10 TO THE MASTER SERVICE AGREEMENT

This Service Attachment 10 (the "Service Attachment") is 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: The Ohio Bell Telephone Company d/b/a AT&T Ohio ("Vendor") is effective as of the State's signature. Service Attachment 10 is made to that certain Master Service Agreement (MSA) dated May 20, 2010. 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 set forth in the MSA.

WHEREAS, Vendor desires to provide the State and the Subscribing Entities certain Services described herein as the "Dec-a-MAN" Services 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 10 to the MSA;

NOW THEREFORE, in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

1. Overview

1.1 Service Overview

This Service Attachment provides the Subscribing Entity(s) with the ability to purchase the DecaMAN services that are offered by Vendor (the "DecaMAN Services or the "Services"). DecaMAN[®] Service is a fiber-optic transport service that connects your 10 Gbps Ethernet signal within the same local access and transport area (LATA; this is an intraLATA service).

1.2 Agreement: Interpretation

(a) The Services described herein are provided in accordance with and are subject to, the Terms and Conditions of the MSA as if such Terms were set forth herein in their entirety, and the Terms and Conditions set forth herein. The DecaMAN Service described in this Attachment is a special assembly or similar custom (Individual Case Basis, ICB) serving arrangement for which no service-specific Tariff or Guidebook has been filed by AT&T, and is subject to and shall be governed by all the provisions of the appropriate Tariff or Guidebook which are applicable to such special serving arrangements (all of which are incorporated herein by reference), except to the extent, if any, that such provisions conflict with the express Terms of this Attachment or the MSA.

(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 Services**

2.1 Type of Service

DecaMAN[®] Service is a fiber-optic transport service that connects your 10 Gbps Ethernet signal within the same local access and transport area (LATA; this is an intraLATA service). DecaMAN Service supports point-to-point configurations to transmit serial data at a discrete bit rate of 9.95 Gbps WAN PHY and 10.3125 Gbps LAN PHY Ethernet physical layer rate. DecaMAN Service is based on the IEEE 10-gigabit Ethernet standard (802.3 - 2008), which contains two interface options: WAN PHY and LAN PHY. AT&T can provide either interface option on a particular DecaMAN circuit.

DecaMAN Service is a point-to-point circuit that runs on the same expansive wavelength division multiplexed network as GigaMAN[®] service. Every DecaMAN circuit passes through at least one central office-based network element, which serves as a signal regenerator (also known as a repeater). The central office-based network element is where we achieve in-band monitoring capability. At the Subscribing Entity's location, the DecaMAN Service is terminated at the Telco fiber patch panel, and the Subscribing Entity

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supplies the 10-gigabit Ethernet equipment (switch or router) to send and receive data across the DecaMAN Service.

2.2 Provision of Service

- 2.2.1 The Customer Provided Equipment (CPE) must deliver the data signals for DecaMAN transport within the industry specification for the subscribed data service.
- 2.2.2 DecaMAN provides physical layer transport only. AT&T assumes no responsibility for the through transmission of signals by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is Subscribing Entity's responsibility.
- 2.2.3 DecaMAN is designed to provide connectivity at the discrete bit rate of 9.95 Gbps physical layer rate (WAN PHY) or 10.3125 Gbps physical layer rate (LAN PHY). The Service is considered interrupted when Subscribing Entity reports to AT&T and AT&T confirms that continuity has been lost.
- 2.2.4 The provision of DecaMAN Service is subject to the availability and operational limitations of the equipment and associated facilities. In the event that suitable facilities are not available, or modifications to existing facilities are required, special construction charges may be applicable.
- 2.2.5 DecaMAN Service can be distance-limited, based on circuit configuration and signal loss parameters, as determined by AT&T. One repeater (signal regenerator) is included in all DecaMAN Service designs. Additional repeaters may be used to extend the transmission of DecaMAN Service, where technically feasible.
- 2.2.6 Repeaters (circuit regenerators) will be located in AT&T wire centers as required. A monthly charge will be associated with each repeater network element, except for the first repeater in a circuit path (as the first repeater is also used for service alarming and monitoring purposes).
- 2.2.7 Additional repeaters (circuit regenerators) may be required on the diverse or alternately routed path when Diversity or Protection options are ordered by Subscribing Entity. The need for repeaters on the diverse or protected path will be determined by AT&T. Any additional charges, should they apply, will be identified in the AT&T proposal before orders are placed.
- 2.2.8 DecaMAN Service is not available in a meet-point arrangement.
- 2.2.9 If Protection Options are later added to an existing DecaMAN circuit, a temporary service interruption will result as the new protected circuit must be re-designed and re-installed. This installation must occur during an agreed-upon maintenance window between a designated Subscribing Entity representative and AT&T. Subscribing Entity will be responsible for providing adequate floor space, as determined by AT&T, to accommodate additional equipment bays and related power protection equipment (such as batteries). Protection Options are contingent on availability of equipment and fiber facilities from premises to premises. Other special construction charges, as necessary, may apply.

Subscribing Entity will be permitted to add Protection Options at a later date to existing DecaMAN Service without incurring termination charges, given the following conditions are met:

- Subscribing Entity must issue a disconnect order for the existing circuit and place a Service Order for the newly protected circuit. Disconnection charges for the existing circuit will be waived. Non-recurring charges may apply to install the newly protected DecaMAN Service.
- Negotiated down time will apply, as the new circuit will need to be designed and installed.
- The Term of the new contract must be equal to or greater than the remaining time left on the existing DecaMAN contract.

2.3 Implementation

The Subscribing Entity(s) and Vendor will mutually agree upon a Scheduled Network Activation Date (SNAD) on a location by location basis based on fiber availability, equipment availability and Subscribing Entity(s) availability to complete Initial Logical Network Configuration. The Subscribing Entity(s) may postpone implementation at any time prior to the Scheduled Network Activation Date and mutually agree with Vendor on a new SNAD. If the Subscribing Entity cannot mutually agree with Vendor on a new SNAD, the Subscribing Entity(s) shall accept billing for the impacted Port(s) thirty(30) days after the new SNAD proposed by Vendor.

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2.4 Service Maintenance

Vendor may need to conduct service maintenance activities, which will necessitate a window of Service downtime. Vendor realizes this will affect Subscribing Entity(s) operations and will provide appropriate prior notification, as well as schedule the maintenance activities during off-peak time periods upon reasonable notice to Subscribing Entity(s). There are no additional charges for Vendor maintenance services.

3.0 **Fee Structure**

3.1 Pricing

The Parties agree that all Pricing specified herein will be determined on an Individual Case Basis, quoted at the time of order. Pricing may not increase during the Service Term for the Order.

3.2 Cost Recovery Fee

The 2% Cost Recovery Fee is an addition to the required components of this 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 Other Pricing Terms

Special construction charge Information - special construction charges will not apply to locations equipped with sufficient spare capacity of existing Vendor equipment and fiber facilities that meet the specifications of the requested Services. Special construction charges are determined based on the distance between the Vendor switching offices that support the requested Service and the reusability by other Vendor customers of the equipment and fiber facilities being deployed to support the requested Service. Special construction charges may apply in certain circumstances including but not limited to instances such as requests for additional diversity or build out to new areas. Prior to a Subscribing Entity issuing a TSR Order for Service, Vendor will document in writing any special construction charges associated with the order.

3.4 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.

3.5 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 below.
- (b) Disconnection Charges with respect to a DecaMAN Circuit will be calculated by multiplying (i) the Monthly Recurring Charge (MRC) by (ii) the number of months remaining in the Service Term selected by the Subscribing Entity by (iii) 50%.

For example, if the Service Term selected by a Subscribing Entity is 60 months and the MRC is \$5000.00 for a 10Gbps DecaMAN Circuit, then if the Subscribing Entity cancels the Service after 35 months, the Disconnection Charge will be calculated as follows:

$$(\$5000.00) \times (25) \times (50\%) = \$62,500.00$$

- (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 under the immediately preceding sentence, if a

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Subscribing Entity(s) cancels a DecaMAN 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 not to exceed the charges quoted at time of order. The Subscribing Entity(s) must submit an Order to cancel Service through the TSR.

- (d) Disconnection Charges will not apply if a terminated Service Component is (i) replaced with an upgraded Service Component at the same Site, (ii) the Term and associated total MRC for the new Term of the replacement Service Component are equal to or greater than the Term and associated total MRC for the remainder of the Term of the terminated Service Component, and (iii) 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.

3.6 Allowance for Interruption

The Service is interrupted when it becomes unusable to the Subscribing Entity because of a failure of a facility component used to furnish the Service, or in the event that the protective controls applied by AT&T result in the complete loss of Service by the Subscribing Entity. Any interruption of Service shall be reported to AT&T by the Subscribing Entity. An interruption period is deemed to have started at the time the Subscribing Entity provides the initial report and AT&T confirms that continuity has been lost due to a fault in the AT&T network. The Interruption ends when the Service is operative.

In case of an interruption to Service, allowance for the period of interruption, if not due to the negligence of Subscribing Entity or Subscribing Entity's end user, shall be as follows:

- 0 to 10 seconds	No credit shall be allowed
- 10 seconds to 4 hours	10% credit of monthly recurring charges
- 4 hours to 12 hours	25% credit of monthly recurring charges
- 12 hours to 24 hours	50% credit of monthly recurring charges
- 24 hours or greater	100% credit of monthly recurring charges

The credit allowance for Service interruptions shall not exceed 100% of the applicable monthly rate during any billing period.

4. Diversity and Protection Options Descriptions

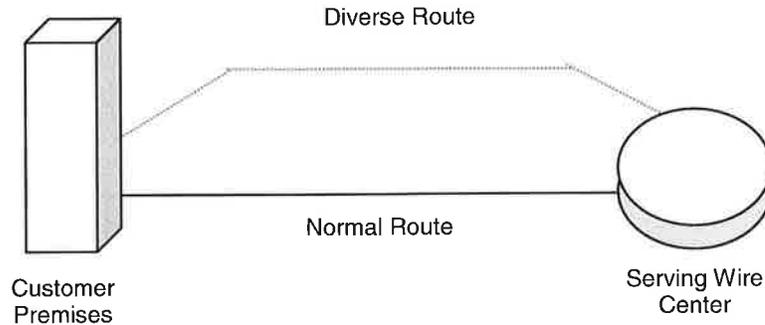
Diversity Options

End-to-end diversity can be achieved by coupling Alternate Wire Center Diversity with Inter-Wire Center Diversity, in those instances where each end of a circuit is served out of different serving wire centers. DecaMAN offers three diversity options: Local Channel Diversity, Alternate Wire Center Diversity and Inter-Wire Center Diversity.

Local Channel Diversity (LCD)

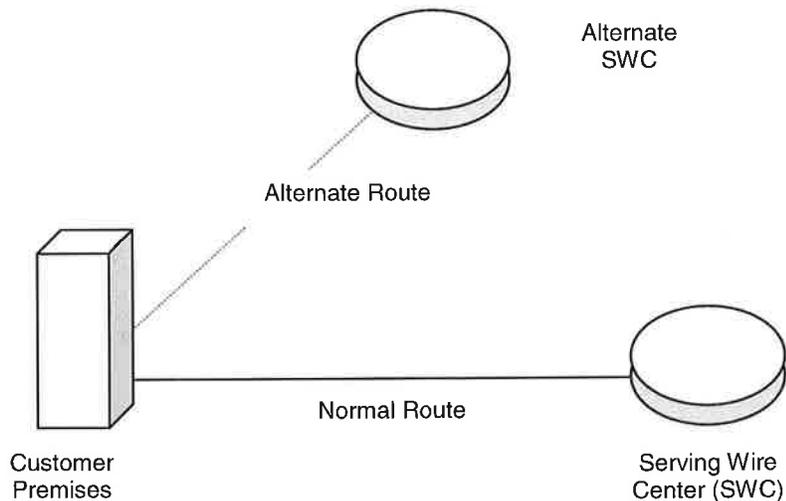
Local Channel Diversity provides for a transmission path between a designated Subscribing Entity's premises and the standard Serving Wire Center (SWC) that is diverse from the normal/standard transmission path. Local Channel Diversity requires two eligible Services purchased by (or for the benefit of) the same Subscribing Entity. AT&T will determine which Services are eligible based on technical or operational limitations. With this arrangement, one or more local distribution channels will be provisioned over the standard route and one or more local distribution channels will be provisioned over a diverse route. Local Channel Diversity does not provide for full diversity; it only allows for diversity from the splice point closest to Subscribing Entity's property line to the SWC. If a Subscribing Entity desires full diversity, arrangements must be made for constructing dual entrance facilities into Subscribing Entity's premises, at Subscribing Entity's expense.

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Alternate Wire Center Diversity (AWCD)

Alternate Wire Center Diversity is for the local loop only. It provides a local channel transmission path for DecaMAN Service between Subscribing Entity's designated premises and a wire center that is not the normal (or standard) serving wire center. AT&T will choose the alternate wire center closest to Subscribing Entity's designated premises that is capable of providing DecaMAN Service over the alternate route. Alternate Wire Center Diversity does not require the purchase of two DecaMAN Services by (or for the benefit of) the same Subscribing Entity, nor does it require Subscribing Entity to have an existing DecaMAN circuit operating over the normal (or standard) route to the normal (or standard) serving wire center. With this arrangement, one or more local distribution channels will be provisioned over the alternate route. If a Subscribing Entity desires full diversity, arrangements must be made for constructing dual entrance facilities into Subscribing Entity's premises, at Subscribing Entity's expense.

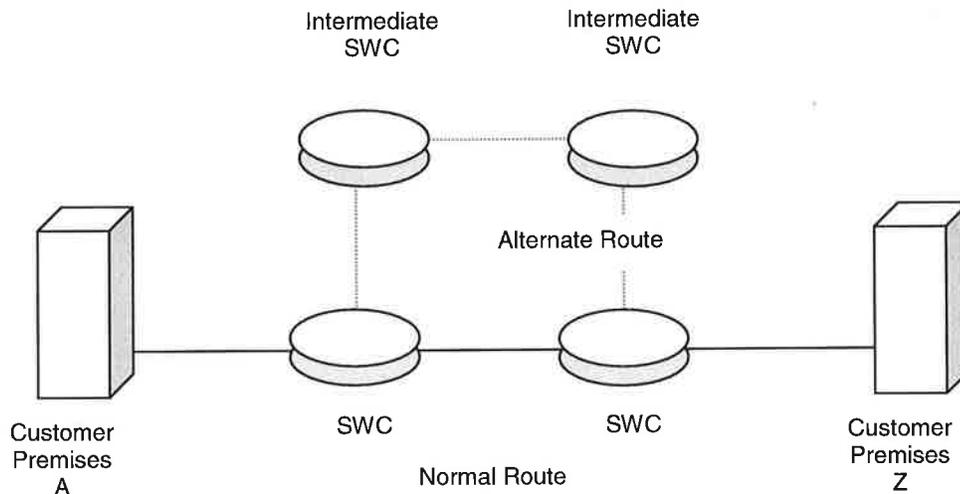


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Inter-Wire Center Diversity (IWCD)

Inter-Wire Center Diversity arrangements presume that each end of a DecaMAN local distribution channel is served out of a different Serving Wire Center (SWC). This arrangement provides a transmission path for DecaMAN local distribution channels between Subscribing Entity's designated SWC and the Serving Wire Center at the distant end of the circuit, over a transmission path that is separate from the standard transmission path between the two wire centers. Interoffice mileage will be calculated between the intermediate SWC along the circuit path of the diversely routed DecaMAN Service. Inter-Wire Center Diversity requires two eligible Services purchased by (or for the benefit of) the same Subscribing Entity. AT&T will determine which Services are eligible based on technical or operational limitations.

Inter-wire center diversity does not provide for full diversity; it only offers interoffice diversity. If a Subscribing Entity desires full diversity, Alternate Wire Center Diversity must be implemented along with Inter-Wire Center Diversity. Additionally, arrangements must be made for constructing dual entrance facilities at Subscribing Entity's premises, at Subscribing Entity's expense.



Protection Options

Protection Options provide additional levels of reliability to DecaMAN Service. All Protection Options utilize Network Terminating Equipment (NTE) at Subscribing Entity's premises. There are multiple options for Protection at each end of a two point circuit. The options at each end do not need to be the same, but both ends must include some form of Protection for any to be offered. A DecaMAN circuit cannot include Protection at only one end.

Equipment Only Protection (EOP)

Equipment Only Protection offers a network design where one DecaMAN signal will be routed down two different fiber pairs that co-exist in the same cable and conduit structure, and terminate at Subscribing Entity's premises in the same device (but into separate and distinct modules). Protection switching will occur between the two modules if necessary. Should one fiber pair or network element become defective, Service will be maintained through 50 millisecond protection switching within the NTE at Subscribing Entity's demarcation point. If both fiber pairs are cut, an Out-Of-Service condition will result. This form of protection can only be ordered per loop (per end) for each circuit Subscribing Entity wishes to protect.

Equipment Plus Fiber Path Protection

Equipment Plus Fiber Path Protection offers varying degrees of path protection for each terminating end of the circuit. For circuits that are served by different wire centers, Equipment Plus Fiber Path Protection may be combined with Inter-Wire Center Path Protection, to ensure a fully-protected circuit.

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Alternate Wire Center Path Protection (AWCPP)

One DecaMAN signal will be routed over one fiber pair of the protected circuit from Subscribing Entity's premises to the normal serving wire center, and a duplicate DecaMAN signal will be routed over a diversely routed fiber pair to the Alternate Wire Center selected by AT&T. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to Subscribing Entity. Subscribing Entity will determine whether to accept the engineered path, or agree to pay special construction charges to have a completely diverse route constructed in those instances where there is not a minimum separation of 10 feet between paths. Subscribing Entity can also select Equipment Only Protection for an inter-office segment where facilities are not available. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a Subscribing Entity desires full path diversity, arrangements must be made for constructing dual entrance facilities into Subscribing Entity's premises, at Subscribing Entity's expense.

Local Channel Path Protection (LCPP)

The two fiber pairs of the protected Service will be routed diversely to the normal serving wire center. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to Subscribing Entity. Subscribing Entity will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a Subscribing Entity desires full path diversity, arrangements must be made for constructing dual entrance facilities into Subscribing Entity premises, at Subscribing Entity expense.

Inter-Wire Center Path Protection (IWCPP)

Each fiber pair is routed through different Central Offices between the two serving wire centers ("SWC"), or between the standard SWC and an alternate SWC. Interwire Center Protection begins at the first manhole out of the Central Office. If only the two SWCs are involved, the two fiber pairs will be routed down two fiber paths that are separated by at least 10 feet. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to Subscribing Entity. Subscribing Entity will determine whether to accept the engineered path, or agree to pay special construction charges to have a completely diverse route constructed. If an equipment failure or fiber cable cut occurs on one of the interoffice routes, the circuit will be switched to the alternate path in 50 milliseconds or less. Interoffice mileage will be calculated between the intermediate SWCs along the circuit paths of both protected fiber pairs. Inter-Wire Center Path Protection must be ordered in conjunction with an Equipment Protection option at each end of the circuit.

5. Terms and Conditions

- 5.1 Additional interoffice mileage charges may be applicable on one or both paths of the DecaMAN Service when any of the Diversity or Protection Options are ordered.
- 5.2 Diversity and Protection Options are available where facilities exist. If appropriate facilities do not exist, special construction charges may apply. In addition to charges for the various Diversity and Protection Options, normal charges for the underlying circuits will also apply.
- 5.3 Service Level Agreements (Protection Options)
A Service Level Agreement (SLA) is offered with fully-protected DecaMAN Service, which provides Subscribing Entity with a performance commitment that includes a service credit if the Service does not perform as described. An SLA of 99.999% Service Availability performance is offered on a DecaMAN circuit with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the circuit). Service Availability will be determined using unavailable seconds as defined in ANSI T1.503.

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- SLAs are applicable to Subscribing Entity who purchase Equipment Plus Fiber Path Protection with Alternate Wire Center Path Protection or Equipment Plus Fiber Path Protection with Local Channel Path Protection on both ends of a circuit (both local channels), as well as Inter-Wire Center Path Protection, when applicable.
- If this SLA is not met, the Subscribing Entity will be entitled to a credit equal to 100% of the monthly rate for the circuit. Only one such credit in a billing period will apply.
- In order to qualify for this credit, the event causing the unavailability must be determined by AT&T to be in its network and the failure occurred in that part of the Service with Protection.
- SLA adjustments are not available in the event of a cable cut in any unprotected portion of the DecaMAN Service fiber path or due to Subscribing Entity -requested modifications to the Service that may require down time. Routine maintenance is not counted when determining availability.
- Subscribing Entity is responsible for notifying AT&T when the Service parameter within the calendar month falls below the committed level.
- Subscribing Entity must request a Service credit within 25 calendar days after the end of the month when the unavailability event occurred.

The ANSI publication can be obtained from:
Alliance for Telecommunications Industry Solutions
1200 G. Street, NW Suite 500
Washington, DC 20005

[SIGNATURE PAGE FOLLOWS]

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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>Ron Hoots</i>	By: <i>Robert Blair/SRD</i>
Printed Name: <i>Ron Hoots</i>	Printed Name: <i>Robert Blair/STU DAVIS</i>
Title: <i>EXECUTIVE DIRECTOR</i>	Title: <i>Dir/Asst Dir & State CIO</i>
Date: <i>OCTOBER 10, 2012</i>	Effective Date: <i>10/26/12</i>
Federal Tax ID: 13-4924710	

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