

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**



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TO THE
MASTER SERVICE AGREEMENT**

Table of Contents

	<u>Page</u>
1. OVERVIEW.....	3
1.1 SERVICE OVERVIEW.....	3
1.2 AGREEMENT INTERPRETATION.....	3
2. DESCRIPTION OF SERVICES.....	4
2.1 CONNECTIONS.....	4
2.2 BANDWIDTH.....	4
2.3 SERVICE COMPONENT REQUIREMENTS.....	5
2.4 EQUIPMENT.....	5
2.5 POWER SUPPLY.....	6
3. FEE STRUCTURE.....	6
3.1 MONTHLY RECURRING CHARGE.....	6
3.2 SERVICE ENHANCEMENTS AND COST RECOVERY FEE.....	6
3.3 PRICING TABLES.....	7
3.4 OPTIONAL FEATURE PRICING TABLE.....	8
3.5 OTHER PRICING TERMS.....	8
3.6 TAXES.....	9
3.7 DISCONNECTION CHARGES.....	9
4. SERVICE ENHANCEMENTS.....	10
4.1 STANDARD SERVICE FEATURES.....	10
4.2 STATE PROJECT EXECUTIVE.....	11
5. OTHER TERMS AND CONDITIONS.....	11
5.1 SERVICE ORDERS.....	11
5.2 TRANSITION FOR EXISTING SUBSCRIBING ENTITY(S).....	12
5.3 CONFIGURATION.....	12
5.4 SERVICE TERM.....	12
5.5 Compliance to Executive Order.....	12
5.6 Service Level Agreements.....	13
6. DEFINITIONS.....	14
SIGNATURE	
PAGE.....	145

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

This Service Attachment (the "Service Attachment") to the Master Service Agreement effective May 20, 2010, ("MSA") is by and between The Department of Administrative Services, Office of Information Technology ("OIT") 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").

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 to the State and the Subscribing Entities certain Services described herein as the Ethernet Virtual Private Line 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 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 Ethernet Virtual Private Line Services that are offered by Vendor (the "EVPL Services" or the "Services"). EVPL Service is an optically-switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by Vendor. EVPL Service allows Subscribing Entity(s) to interconnect customer locations within a metropolitan area network ("MAN") as if they were segments on the same local area network ("LAN") using packet-based switching technologies. Connections at the Subscribing Entity(s) premises are made using native Ethernet interfaces and traverse the MAN over fiber and/or copper facilities (at Vendor's discretion). EVPL Service provides dedicated bandwidth at the following speeds: 2 Mbps, 4 Mbps, 5 Mbps, 8 Mbps and 10 Mbps.

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 Services described herein are a special assembly or similar custom (ICB) serving arrangement for which no service-specific tariff has been filed by Vendor, and are 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, and may be found at <http://cpr.bellsouth.com/guidebook/oh/0006-0009.pdf>), except to the

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

extent, if any, that such provisions conflict with the express terms of this Attachment.

- (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

Ethernet Virtual Private Line (EVPL) Service provides the ability to do a point-to-point Ethernet connection at speeds of 2 Mbps, 4 Mbps, 5 Mbps, 8 Mbps and 10 Mbps, to connect a site subscribed to the EVPL Service (an "EVPL Site") to any other site connected to the EVPL Service or to the State of Ohio's custom OPT-E-MAN® and Regional OPT-E-MAN® Service (ROS). The EVPL Service is limited to a single point to point connection at each EVPL Site, which may be to another EVPL connection or to a new or existing OPT-E-MAN connection or CSME purchased under the MSA. Speeds above 10 Mbps, service multiplexing (multiple service provider VLANs), multipoint configurations, etc. are not available as part of the EVPL Service; if such features are needed at any location the Customer should purchase the more full featured OPT-E-MAN service for that

EVPL Service is available only in Vendor's certificated servicing area.

2.1 Connections.

- (a) Subscribing Entity(s) connect to EVPL Service via a standard 10/100BaseT (10 Mbps) connection.
- (b) Subscribing Entity(s) may connect an EVPL Site with any one other qualifying location by utilizing a single point-to-point Ethernet Virtual Connection ("EVC") configuration at each EVPL Site.
- (c) EVPL Service includes the connection from the Subscribing Entity(s)'s premises (the EVPL Site) to the Ethernet network, a port on the Ethernet network, a committed information rate ("CIR"), and a single Ethernet virtual connection (EVC) at each EVPL Site, which is a logical connection that establishes a logical path for traffic between two Subscribing Entity(s) locations. The distant port may be another EVPL connection or may be another compatible Ethernet service connection provided by the Vendor. The CIR is assigned to the EVC to establish how much bandwidth such path should have. EVPL Service does not allow for oversubscription. Usage assigned to the EVC is mapped to a single port, and cannot exceed the ordered CIR.

- 2.2 **Bandwidth.** If the Subscribing Entity(s) connects to the EVPL network using a bridge or switch for Layer 2 connectivity, only 50 media access control ("MAC") addresses can be used per Layer 2 device, per port. Any

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

additional MAC addresses will be assigned additional charges as set forth in Section 3.3 with a limit of 100 MAC addresses total per port.

2.3 Service Component Requirements. This Section provides an overview of the service components required to support EVPL Services under this Service Attachment.

(a) *Subscribing Entity Interface Requirements.* The Ethernet interface for connectivity between network provided equipment ("NPE") and customer provided equipment ("CPE") must meet the following:

- (i) Required local access connection and Interface;
- (ii) 10/100 Base T; and
- (iii) Demarcation point is RJ45 patch panel.

(b) *CIR Requirements.* The Subscribing Entity may select only 1 CIR speed per Interface, and the CIR speed may be less than or equal to Interface speed. The CIR selected by a Subscribing Entity must be committed to for a 30 day period before an increase in CIR can be requested.

2.4 Equipment.

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

- (i) Vendor will deliver, install, and maintain the NPE; provided, however, that the Subscribing Entity, at its own expense, shall provide:
 - (A) 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;
 - (B) reasonable access to Vendor to the NPE during the Subscribing Entity's business hours;
 - (C) adequate work space, heat, light, ventilation and electrical outlets.
- (ii) The NPE shall not be removed, relocated, modified, or attached to non-Vendor components other than the EVPL Interface by the Subscribing Entity without prior written authorization from Vendor.

(b) *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:

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

- (i) The Subscribing Entity is responsible for extending the CPE to the EVPL Interface, including providing the appropriate media adapter/cables for the applicable EVPL interface protocol.
- (ii) For unshielded twisted pair ("UTP") extensions, the UTP connectivity between the CPE and the EPVL Interface must be Category 5 or better and meet the 100BaseT or equivalent standards.
- (iii) For UTP extensions, the length and location of the UTP Category 5 cable connecting the CPE and the EVPL 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.
- (iv) The CPE must deliver the data signal for the EVPL transport within the industry specification for the subscribed data service. EVPL Service supports full duplex communication.
- (v) 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.

2.5 Power Supply. An uninterruptible power supply ("UPS") is not a standard component of EVPL 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.

3. Fee Structure

3.1 Monthly Recurring Charge. The Pricing Tables set forth in Section 3.3 below provide the monthly recurring charge ("MRC") for 36 and 60 month service commitment terms. Vendor shall charge, and 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. The "EVPL Connection without Regional OPT-E-MAN Service" rates in Section 4.3 (A and B) below apply for an EVPL Site where the EVC connecting such EVPL Site to the other location does not traverse the ROS network. The "EVPL with Regional OPT-E-MAN Service" rates in Section 4.3 (C and D) below apply for an EVPL Site where the EVC connecting such EVPL Site to the other location traverses the ROS network.

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

3.2 Service Enhancements and Cost Recovery Fee. Pricing components for MRC elements shall include the 2% Cost Recovery Fee and are 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 Pricing Tables.

A) EVPL Connection without Regional OPT-E-MAN Service - 36 Month Term

Speed	Per Connection	Committed Information Rate	2% State Admin Fee	Monthly Recurring	Non-Recurring Charge
2 Mbps	\$174.19	\$159.14	\$6.67	\$340.00	\$1,500.00
4 Mbps	\$174.19	\$237.57	\$8.24	\$420.00	\$1,500.00
5 Mbps	\$174.19	\$299.15	\$9.47	\$482.81	\$1,500.00
8 Mbps	\$174.19	\$394.44	\$11.37	\$580.00	\$1,500.00
10 Mbps	\$174.19	\$477.51	\$13.03	\$664.73	\$1,500.00
Repeater	\$147.14		\$2.94	\$177.13	\$0.00

B) EVPL Connection without Regional OPT-E-MAN Service - 60 Month Term

Speed	Per Connection	Committed Information Rate	2% State Admin Fee	Monthly Recurring	Non-Recurring Charge
2 Mbps	\$174.19	\$76.79	\$5.02	\$256.00	\$1,500.00
4 Mbps	\$174.19	\$129.24	\$6.07	\$309.50	\$1,500.00
5 Mbps	\$174.19	\$177.63	\$7.04	\$358.86	\$1,500.00
8 Mbps	\$174.19	\$266.00	\$8.80	\$448.99	\$1,500.00
10 Mbps	\$174.19	\$337.82	\$10.24	\$522.25	\$1,500.00
Repeater	\$49.05		\$0.98	\$50.03	\$0.00

C) EVPL Connection with Regional OPT-E-MAN Service - 36 Month Term

Speed	Per Connection	Committed Information Rate	ROS Addition	2% State Admin Fee	Monthly Recurring	Non-Recurring Charge
2 Mbps	\$174.19	\$159.14	\$10.00	\$6.87	\$350.20	\$1,500.00
4 Mbps	\$174.19	\$237.57	\$20.00	\$8.64	\$440.40	\$1,500.00
5 Mbps	\$174.19	\$299.15	\$25.00	\$9.97	\$508.31	\$1,500.00

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

8 Mbps	\$174.19	\$394.44	\$40.00	\$12.17	\$620.80	\$1,500.00
10 Mbps	\$174.19	\$477.51	\$50.00	\$14.03	\$715.73	\$1,500.00
Repeater	\$147.14			\$2.94	\$150.08	\$0.00

D) EVPL Connection with Regional OPT-E-MAN Service - 60 Month Term

Speed	Per Connection	Committed Information Rate	ROS Addition	2% State Admin Fee	Monthly Recurring	Non-Recurring Charge
2 Mbps	\$174.19	\$76.79	\$10.00	\$5.22	\$266.20	\$1,500.00
4 Mbps	\$174.19	\$129.24	\$20.00	\$6.47	\$329.90	\$1,500.00
5 Mbps	\$174.19	\$177.63	\$25.00	\$7.54	\$384.36	\$1,500.00
8 Mbps	\$174.19	\$266.00	\$40.00	\$9.60	\$489.79	\$1,500.00
10 Mbps	\$174.19	\$337.82	\$50.00	\$11.24	\$573.25	\$1,500.00
Repeater	\$49.05			\$0.98	\$50.03	\$0.00

3.4 Optional Feature Pricing Table.

Description	Non-Recurring Charge	Monthly Rate
Additional MAC Addresses		
Block of 51-100 MAC addresses	\$70.00	\$5.00

3.5 Other Pricing Terms.

- (a) Pricing for EVPL Service provided under this Attachment assume copper delivery. If a location does not qualify for copper delivery or exceeds distance limitations, fiber delivery will be required and additional Special Construction Charges may apply for fiber installation.
- (b) Installation provided outside normal business hours shall be provided on a time and materials basis using Vendor's then current normal rates time & materials rates.
- (c) EVPL 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

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

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

- (d) For Subscribing Entity(s) who provide a one-time up front payment for special construction, Vendor will recalculate the monthly rate to reduce the monthly recurring charge(s).
- (e) Vendor may be able to provide EVPL Services to Subscribing Entity(s) located outside normal transmission parameters, or who are served by a serving wire center that is not equipped for EVPL Service using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and Vendor will determine when repeaters are necessary. Additional charges may apply as set forth in Section 3 and will be provided in the Vendor's quote as a firm fixed price. Provisioning of EVPL Service is subject to the availability and operational limitations of the equipment and associated facilities.
- (f) Vendor will not charge a Subscribing Entity for routine Service Order changes requested from time to time by a Subscribing Entity in the ordinary course of business. Notwithstanding the foregoing, Subscribing Entity agrees that Vendor will have the right to require a Service Order change fee in connection with changes that are requested in connection with substantial reconfigurations of multiple circuits and/or Services or which require Vendor to use resources and personnel in excess of what is needed to implement routine changes, in which case Vendor will provide a quote to the Subscribing Entity for the Service Order change fee together with reasonable details concerning the added resources required to implement the requested changes and the Parties will agree on the amount of the Service Order change fee. For purposes of this Section 3.5(f), Service Order change fees will not apply to installations of new Services, upgrades of existing Services or cancellations of existing Services.

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

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

- (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%.

For example, if the Service Term selected by a Subscribing Entity is 60 months and the MRC for a 5 Mbps EVPL connection without ROS is \$358.86, then if the Subscribing Entity cancels the Service after 35 months, the Disconnection Charge will be calculated as follows:

$$(\$358.86) \times (25) \times (50\%) = \$4485.75$$

- (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 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 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 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 Enhancements

- 4.1 Standard Service Features. Vendor, through its AT&T Complex Managed Solutions ("CMS"), will provide the Subscribing Entity(s) with the following service enhancements (the "Service Enhancements") in support of the Services provided under this Service Attachment:

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

- (a) *Help Desk.* Vendor will provide a single point of contact through CMS for maintenance of the Services covered by this Service Attachment.
- (b) *Fault Management.* CMS will provide trouble ticket management with Vendor and other Third-Party Vendor resources including:
 - (i) receiving and recording trouble tickets in Vendor's online trouble ticketing system;
 - (ii) providing status updates to the Subscribing Entity (the person who reported the trouble) or his/her designee;
 - (iii) automatically escalating trouble tickets within Vendor and/or the Third-Party Vendors as necessary;
 - (iv) managing Third-Party Vendors, including providing a single point of contact to the Subscribing Entities for the management of Third-Party Vendors whose services are included in this Service Attachment (subject to the limitations as set forth in the MSA);
 - (v) monitoring trouble tickets to support compliance with Service Level Objectives ("SLOs"); and
 - (vi) closing trouble tickets in Vendor's online trouble ticketing system after verifying Service availability with the Subscribing Entity.

4.2 State Point of Contact. AT&T requests the State to provide an official point of contact for CMS the State Point of Contact will be the State's liaison to CMS responsible for any day-to-day operations issues and decision-making.

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 TSR. Prior to a Subscribing Entity(s) issuing a TSR order for service, Vendor will provide a quote (a "Service Quote") in writing documenting (i) the Service Term, (ii) such 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 TSR.
- (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.

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

5.2 Transition for Existing Subscribing Entity(s). Subscribing Entities utilizing Services under the 2006 MSA will be required to fulfill the existing Service term ordered under such agreement and may convert to the services provided under the 2010 MSA and this Service Attachment upon expiration of the existing term of service. Vendor may consider requests for early conversion of Service and will have the right to grant approval of such early conversion in Vendor's sole discretion. All conversions of Service hereunder shall be processed by placing a Service Order via the TSR in order to move services and billing to this Service Attachment. The rates, charges and service level support as outlined in this Service Attachment will go into effect as of order completion. Service modifications may be required to comply with the terms and conditions of this Service Attachment and will be reasonably determined by Vendor on an individual case basis and will be communicated to the Subscribing Entity(s) in advance of any changes.

5.3 Configuration. Services ordered hereunder shall be configured and Service Term shall be selected as set forth in each Service Order placed via the TSR.

5.4 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 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, (b) renew the Services and select a different Service Term under the terms and rates set forth herein (c) cease using the Service(s) (which will require Subscribing Entity to take all steps required by Vendor to terminate the Service(s)) 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 at the same rate then being paid by the Subscribing Entity until changed by Vendor with at least 30 days notice to the Subscribing Entity. If the Subscribing Entity fails to provide notice to Vendor hereunder, the Services will be continued on a month-to-month service arrangement as provided above. If the MSA or this Service Attachment terminates or 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 also terminate unless the Subscribing Entity(s) elects in writing to extend the Services provided hereunder up to an additional one year period as provided in Section 1.10 of the MSA, in which case the use of the Service by the Subscribing Entity so electing will continue to be governed by the terms and conditions of the MSA and this Service Attachment, but no Minimum Commitment will be applicable.

5.5 Compliance: Executive Order 2010-09S:

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

- A. The Service Provider affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment.
- B. The Service Provider also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Service Provider or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
- C. If Service Provider or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Service Provider or any of its subcontractors perform any such services, Service Provider shall immediately return to the State all funds paid for those services. The State may also recover from the Service Provider all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Service Provider performing services outside the United States.
- D. The State may, at any time after the breach, terminate the Agreement and all of the Service Attachments, upon written notice to the Service Provider. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- E. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- F. The State, in its sole discretion, may provide written notice to Service Provider of a breach and permit the Service Provider to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Service Provider any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Service Provider's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Service Provider performed outside of the United States, costs associated with corrective action, or liquidated damages.

- G. Notwithstanding the foregoing Section A through F, the Parties agree that the Executive Order provisions above do not apply to:
- (1) Services that are incidental to the total cost of the Contract; or

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

- (2) "Follow the Sun" services where support will be provided on a 24 hour basis.

5.6 Service Level Agreements:

EVPL will be provisioned to provide Ethernet connectivity between two sites at the subscribed bandwidth (2, 4, 5, 8, and 10Mbps). AT&T will enforce the customer subscribed bandwidth and will never intentionally reduce the subscribed rate except via customer order. During periods of network congestion, the packet delivery rate or latency may change but the service will still be delivering at the subscribed committed information rate.

The Service Level Agreement for EVPL will be as follows:

Latency – 30ms (one way)

Packet Delivery Rate (PDR) 99%

Availability – 99.95%

- If the service is perceived to be unavailable, or to be performing at a level below the above specifications, customer will report trouble via normal procedures and resolution.
 - After latency and/or PDR is confirmed to have been missed in one month, if the SLA is missed again in a future month the customer shall be allowed to disconnect the port without termination liability.
 - If the service is completely unavailable for three or more service outages of the same nature in excess of four hours each occur on the same circuit within any calendar month, Customer may terminate the affected circuit within 30 days of the third Service outage. The trouble symptoms reported must be the same on each trouble report and result in a found trouble. The cause of the outages must be isolated to AT&T Ohio network. Customer shall not be liable for termination charges in connection with such termination.

6. Definitions

Layer 2 - Also known as the OSI Model Data Link Layer 2. This layer responds to service requests from the Network Layer and issues service requests to the Physical Layer. The Data Link Layer provides the functional and procedural means to transfer data between network entities and to detect and possibly correct errors that may occur in the Physical Layer. *Note:* Examples of data link protocols are HDLC and ADCCP for point-to-point or packet-switched networks and LLC for local area networks.

Demarcation Point - The point at which operational control or ownership of communications facilities changes from one organizational entity to another. *Note:* The demarcation point is usually the interface point between Subscribing Entity-premises

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

equipment and external network service provider equipment.

[Signatures on Following Page]



**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT**

Customer has requested that AT&T sign this attachment first, and AT&T has agreed to do so. This attachment as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the attachment 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 attachment.

IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by the State however, the Parties acknowledge and agree that the pricing provided herein will not be effective until Service is ordered and installed under this Service Attachment.

**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, OFFICE
OF INFORMATION TECHNOLOGY
("OIT") ON BEHALF OF THE STATE
OF OHIO**

Van Young
Signature

R. Blair
Signature

VAN YOUNG
Printed Name

Robert Blair
Printed Name

AT&T ACCOUNT MANAGER
Title

Director, Ohio DAS
Title

MARCH 24, 2011
Date

3.24.11
Effective Date

Vendor Document Reference Information

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