

**MASTER SERVICE AGREEMENT
BY AND BETWEEN
AT&T CORP. AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

THIS MASTER SERVICE AGREEMENT (the "Agreement"), is by and between AT&T Corp. ("Vendor") having an office at 150 E Gay Street, 12th Floor, Columbus, Ohio 43215, and the State of Ohio, through the Department of Administrative Services (the "State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215 (jointly referred hereto as the "Parties") and is effective as of the date signed by the State.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, "Effective Date."

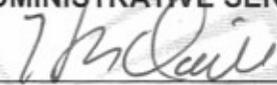
AT&T CORP.	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
 _____ Signature	 _____ Signature
GABRIELA RATULOWSKI LEAD - CUSTOMER CONTRACTS	
_____ Printed Name	<i>Hugh Quill</i> _____ Printed Name
_____ Title	<i>Director, Dept. Administrative Services</i> _____ Title
<i>4/8/10</i> _____ Date	<i>5/20/10</i> _____ Effective Date
_____ Federal Tax ID	
_____ Vendor Document Reference Information	
1003 mm7934 1-CUDSZF NRLR 03/23/10	

Table of Contents

1	General Information	3
1.1	Headings	3
1.2	Relationship of Parties and Subscribing Entity(s)	3
1.3	Subscribing Entity(s).....	3
1.4	Cooperative Purchasing Members	3
1.5	Subscribing Entity Reliance on Agreement.....	4
1.6	Third Party Suppliers	4
1.7	Non-Exclusivity.....	5
1.8	Entire Agreement.....	5
1.9	Severability	6
1.10	Survival	6
1.11	No Waiver	6
1.12	Governmental Authorization, Regulatory Changes	6
1.13	Standard State Terms and Conditions	7
1.14	Service Specific Terms and Conditions and Service Attachments.....	7
1.15	Order of Precedence	7
1.16	Required Service Level Performance.....	8
1.17	Confidentiality; Use of Confidential Information	8
1.18	RESERVED.....	9
1.19	Contract Compliance and Conflict Resolution	9
2	Indemnification / Limitation of Liability	11
2.1	Indemnification	11
2.2	Mutual Limitation on Damages	12
2.3	State's Maximum Damages.....	12
2.4	Vendor's Maximum Damages	12
2.5	Exclusions from Limitations.....	12
2.6	Disclaimer	13
2.7	Application and Survival.....	13
3	Standard Clauses.....	13
3.1	Force Majeure; Excusable Delay	13
3.2	Employment Taxes	14
3.3	Sales, Use, Excise, and Property Taxes.....	14
3.4	Equal Employment Opportunity	14
3.5	Drug-Free Workplace	15
3.6	Conflicts of Interest.....	15
3.7	Assignment.....	15
3.8	Governing Law.....	15
3.9	Finding for Recovery.....	15
3.10	Anti-trust	16
3.11	Use of Name.....	16
3.12	Executive Order 2007-1S Compliance.....	16
3.13	Campaign Contributions	16
3.14	Declaration Regarding Terrorist Organization	16
3.15	Safety and Security Rules.....	17
4	Appropriation and Certification of Funds.....	17
4.1	Appropriation of Funds	17
4.2	Certification of Funds.....	17

Table of Contents

5	Orders Requesting Service, Cancellation, or Modification	18
5.1	Service, Cancellation, or Modification	18
5.2	eBonding	18
6	Term	19
6.1	Agreement - Renewal	19
6.2	Service Attachment(s) - Renewal	19
7	Termination - Agreement and Service Attachments	20
7.1	Termination for Convenience	20
7.2	Termination for Non-Appropriation	20
7.3	Limitation on Subscribing Entities	20
7.4	Termination upon Bankruptcy	20
7.5	Additional Termination Provisions	20
7.6	Effect of Termination on Orders	21
8	Cancellation of Services as Described in a Service Attachment	21
8.1	By the Subscribing Entity(s)	21
8.2	By the Vendor	22
8.3	Effect of Cancellation of a Service	23
8.4	Disconnection Charges	23
9	Financial – Charges, Claims and Disputes, Billing and Payment	24
9.1	Charges	24
9.2	Claims and Disputes	24
9.3	Billing	25
9.4	Payment	26
10	State Reporting Requirements	26
11	Service Level Guarantee and Credits	26
12	Eligibility of E-Rate Service	26
13	Cost Recovery	27
14	Notices	28
15	Vendor Added Language	28
16	Limitation on Service	28
17	Subscribing Entity Responsibilities	29
18	Inclusion of Terms	29
19	Definitions	30

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Terms and Conditions

1 General Information

1.1 Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

1.2 Relationship of Parties and Subscribing Entity(s)

- A. The Parties are independent contractors and nothing herein creates or implies an agency relationship or a joint venture or partnership between the Parties. Considering the Parties are independent contractors, the Vendor, their employees, contractors and/or subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the members of the public that they are Government officials. In addition, the Vendor, their employees, contractors and/or subcontractors may not make any representation that they are acting, speaking, representing or otherwise advocating any position, agreement, service or otherwise on behalf of the State.
- B. For purposes of this Agreement and any Service Attachments, the Department of Administrative Services and Subscribing Entity(s) shall be authorized to inquire of the Vendor's Services, invoices, payment and receive reports or other information from the Vendor.

1.3 Subscribing Entity(s)

"Subscribing Entity(s)", when context is so applicable, means Agencies, Boards, Commissions, Cooperative Purchasing Members and other entities, or institutions that State of Ohio includes in its TSR System as a government entity or authorizes as able to participate as a Subscribing Entity. Throughout the term of this Agreement, the Vendor may request a written list of then currently eligible Subscribing Entities in the State's TSR System, as defined later in this Agreement. Upon review of the TSR Subscribing Entity list, the Vendor may, based on its internal policies and procedures including but not limited to its credit requirements, reject an order submitted in the TSR System by the Subscribing Entity.

1.4 Cooperative Purchasing Members

Cooperative Purchasing Members are defined in Section 125.04 of the Ohio Revised Code ("ORC") and include counties, townships, municipal corporations, regional transit authorities, regional airport authorities or port authorities and school districts, conservancy districts, township park districts and park districts created under ORC Chapter 1545; any other political subdivision that has been approved by the Department of Administrative Services to participate in the Cooperative Purchasing Program; and other entities set forth in ORC Section 125.04. Cooperative Purchasing Members may purchase services from the Vendor subject to the terms and conditions of this

Terms and Conditions

Agreement so long as they have entered into a Cooperative Purchasing Agreement with the Department of Administrative Services as detailed in the ORC 125.04. All records concerning the Services purchased under this Agreement shall be made available to the State by the Vendor, as identified in Section 10 of this Agreement.

Any Cooperative Purchasing Member, as defined in this Section 1.4, understands and agrees that records concerning the services purchased under this Agreement may be made available to OIT by the Vendor.

1.5 Subscribing Entity Reliance on Agreement

Subscribing Entities may rely on this Agreement. Whenever a Subscribing Entity relies on this Agreement to issue a purchase order, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its order, and, as to the Subscribing Entity's order, this Agreement will be between the Vendor and the Subscribing Entity. The Vendor must look exclusively to the Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Subscribing Entity's performance and payment. The State will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Vendor fail to honor its obligations under an order from a Subscribing Entity.

Any Subscribing Entity that orders services hereunder agrees to be bound by the terms and conditions of this Agreement and any provision incorporated by reference.

1.6 Third Party Suppliers

- A. The State acknowledges and agrees that Vendor is entering into this Agreement on behalf of itself and its Affiliates and said Affiliates shall not be considered Third-Party Vendors (as defined below) for the purposes of this Section 1.6. Therefore, Vendor's Affiliates are not subject to provisions herein including but not limited to subcontract agreements.
- B. Vendor agrees to identify any third-party telecommunications carriers hired solely for providing services to the Subscribing Entities and providing Services under a Service Attachment (a "Third-Party Vendor") prior to commencement of such Third-Party Vendor's services. Any use of Third-Party Vendors in the performance of the Services under this Agreement shall not relieve AT&T of its obligations or liabilities under this Agreement.
- C. The fees, charges and expenses of Third-Party Vendors used in providing the Services will be set forth in the Service Attachments and will be invoiced by the Third-Party Vendor and paid by the Subscribing Entities in accordance with the provisions and procedures set forth in Section 9 hereof; provided, however, that Vendor will coordinate and bill the Third-Party Vendors' invoices on behalf of such Third-Party Vendors and submit such Third-Party Vendors' invoices to the Subscribing Entities together with Vendor's invoices with respect to the Services provided under the Service Attachments. Payment of the Third-Party Vendors' invoices will be made to Vendor; provided however, that to the extent that a

Terms and Conditions

Subscribing Entity disputes a Third-Party Vendor invoice, the Subscribing Entity will notify Vendor in writing and Vendor will use commercially reasonable efforts to resolve such dispute directly with the Third-Party Vendor; provided further, that if Vendor is unable to resolve such billing dispute, the Subscribing Entity will resolve such dispute directly with the Third-Party Vendor.

- D. Vendor's agreements with Third-Party Vendors will contain provisions that require the Services be performed in accordance with the requirements of this Agreement and the Service Attachments. If the agreements with Third-Party Vendors do not prejudice the rights of the State or the Subscribing Entities under this Agreement or the Service Attachments, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

A form of Third Party Carrier Agreement for use with Third Party Vendors is attached hereto as Attachment 1.

1.7 Non-Exclusivity

This Agreement is non-exclusive. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.8 Entire Agreement

- A. This Agreement, which includes any Service Attachments or Amendments and all applicable Tariffs incorporated herein by this reference, sets forth the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the Parties.
- B. Notwithstanding Section 1.8 A., the terms and conditions of the Master Service Agreement effective December 7, 2006, between the State and SBC Global Services, Inc. dba AT&T Global Services on behalf of The Ohio Bell Telephone Company as amended by an Amendment dated February 16, 2007 and by a subsequent Amendment dated February 6, 2009 (the "2006 MSA") and the service attachments entered into thereunder shall remain in effect with respect to all services ordered under the 2006 MSA and corresponding service attachments for terms of service that expire after the Effective Date hereof until the earlier of (i) the expiration of such service terms, (ii) the cancellation of such services in accordance with the corresponding service attachment or (iii) the transition/conversion of such services to being governed under this Agreement and the Service Attachments to the extent permitted by Vendor.
- C. Any modifications, amendments, supplements to or waivers of this Agreement must be submitted and approved in writing in accordance with this Agreement and executed by authorized representatives of both

Terms and Conditions

Parties. The Vendor may be required to file a copy of this Agreement with the Public Utilities Commission of Ohio.

1.9 Severability

If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

1.10 Survival

- A. The Terms and Conditions of this Agreement and/or Service Attachments and any associated amendments will survive the expiration or other termination of this Agreement only to the extent that the State or any Subscribing Entity requests in writing 30 days before the expiration of this Agreement or applicable Service Attachment that a Service or order remain in effect for up to one year following the expiration or termination of this Agreement. The Vendor will have the sole discretion to accept or reject any offer of extension of any service hereunder. Such Services that are requested in writing to survive the expiration or termination of this Agreement will be provided at the Vendor's prevailing rate(s) as provided in the Vendor's applicable Tariff, Guidebook, or Service Guide.
- B. Except for Sections 1.17 Confidentiality, 2 Indemnification, and 3.10 Antitrust, the Terms and Conditions of this Agreement and/or Service Attachments and any associated amendments and associated orders will not survive termination or expiration of this Agreement as to all Services if no request is made for those services to remain active, then Vendor must disconnect all Services not renewed. The Vendor will have no liability to the State or the Subscribing Entity as a result of the discontinuation of such Services under this Section. If any Service Attachment should expire, terminate or cancel, the Terms and Conditions of this Agreement shall survive as to all other Service Attachments not expired, terminated or cancelled.

1.11 No Waiver

Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

1.12 Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with all applicable federal, state and local laws, rules and regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision. The Vendor may

Terms and Conditions

discontinue, limit or impose additional requirements to the provision of Service, upon no less than thirty (30) days written notice, except as otherwise required by law as required to meet regulatory or other governmentally imposed requirements.

In certain cases, the Vendor is regulated by rules, regulations, and orders of PSCs/PUCs, the FCC, and courts with proper jurisdiction. In the event that this Agreement or any Addendum(a) hereto, or any part of this Agreement or any Addendum(a) hereto, is subsequently deemed by a PSC/PUC, the FCC, or court with proper jurisdiction to be in conflict with any law, rule, regulation, or order, or the Vendor, in good faith, believes that this Agreement or any Addendum(a) hereto, or any part of this Agreement or any Addendum(a) hereto, to be in conflict with any law, rule, regulation, or order, the Vendor may terminate (if the Parties cannot agree on an appropriate modification within a reasonable time) any affected Addendum(a) or, if all Addenda are affected, this Agreement, without liability. If such a ruling produces services that are not satisfactory to the State, the State may terminate any affected Addendum(a) or if all Addenda are affected, this Agreement, without liability.

1.13 Standard State Terms and Conditions

- A. As stated previously, Sections 1 through Section 14 of this Agreement are hereby defined as the Standard State Terms and Conditions. These Standard State Terms and Conditions are derived from Ohio statutory law, rules and procedures.
- B. The Vendor may suggest additional language and incorporate such additional language, as agreed to and approved by the Ohio Department of Administrative Services' legal counsel, in Section 15, Vendor Added Language. Such additional language shall not modify or supersede the Standard State Terms and Conditions. If such a conflict exists at the time of execution of the Agreement and thereafter, the Standard State Terms and Conditions shall prevail.

1.14 Service Specific Terms and Conditions and Service Attachments

Service Attachments describe services the Vendor may offer under this Agreement, along with any special terms or conditions applicable to them, descriptions of those services, features, and any fees associated with such services, as well as any other provisions the Parties may agree to therein. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

A form of Service Attachment is attached hereto as Attachment 2.

1.15 Order of Precedence

In the event of a conflict among this Agreement, the Service Attachment(s), and the applicable Tariff, Service Guide or Guidebook, the conflict shall be resolved by the following order of precedence:

- A. the Service Attachment(s),

Terms and Conditions

- B. this Agreement,
- C. the applicable Tariff, Service Guide, or Guidebook.

1.16 Required Service Level Performance

Specific product and service descriptions, performance objectives and remedies or credits, if offered by the Vendor on a particular Service, will be outlined in the Service Level Agreement section of the Service Attachment and/or Amendments, and/or applicable Tariff.

1.17 Confidentiality; Use of Confidential Information

- A. The Vendor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The Vendor may not disclose any information obtained by it as a result of this Agreement, without the written permission of the State. The Vendor must assume that all state information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Vendor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements. The Vendor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Vendor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover.
- B. During the Term, each Party may obtain information from the other Party. Written or other tangible Information shall at the time of disclosure be identified and labeled as confidential belonging to the disclosing Party ("Confidential Information"). When disclosed orally or visually, Confidential Information shall be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. To the extent permitted by law, neither Party shall at any time during this Agreement and for a period of three (3) years after its expiration, publish, disclose, or otherwise divulge any of the other Party's Information to any third party without the prior written consent of the disclosing Party. Neither Party shall use the other Party's Information except in the course of performing its duties under this Agreement. However, the Vendor may disclose the State's Confidential Information to subcontractors and others as necessary to meet the Vendor's obligations under this Agreement, provided those entities have been obligated to maintain the confidentiality of the Confidential Information, or to regulatory authorities, to the extent required. The Confidential Information restrictions shall not apply to Confidential Information that is (i) already

Terms and Conditions

known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information, (iv) required to be disclosed in accordance with Ohio Revised Code Section 149.43, (v) disclosed by the disclosing Party to a third party without an obligation of confidentiality; or (vi) required to be disclosed to any governmental agency or court of competent jurisdiction by written order; provided, however, that the disclosing Party is provided with the opportunity to obtain an appropriate protective order or otherwise challenge such disclosure.

1.18 RESERVED

1.19 Contract Compliance and Conflict Resolution

A. The Vendor shall comply with all Terms and Conditions of this Agreement and the provisions of any Service Attachments. If the Vendor fails to perform any of its material obligations under this Agreement or the Service Attachments, and fails to cure within 30 days after receipt of written notice, it will be in default and the State may proceed in the following manner:

1. The State may terminate this Agreement and/or Service Attachment as according to Section 7 of this Agreement; or
2. The State may file a complaint with the appropriate state or federal regulatory body for resolution of the matter. Such complaint may include a request by the State for treble damages if the noncompliance by the Vendor includes any act prohibited by Chapters 4901, 4903, 4905, 4907, 4909, 4921, 4923 or 4925 of the Ohio Revised Code; or
3. The State may file a complaint for damages with the appropriate court of jurisdiction in the State of Ohio.

B. Contract Dispute Resolution

1. Except with respect to billing disputes covered in Section 9.2 A., if a Party is (i) noncompliant with any term or condition of this Agreement, or (ii) if any dispute arises under this Agreement (in each case a "Contract Dispute"), the Party raising the Contract Dispute will provide to the other Party a written notice referencing this Section 1.19 and specifying the nature of the Contract Dispute (the "Dispute Notification"). Except with respect to billing disputes covered in Section 9.2 A., the Parties will resolve Contract Disputes in accordance with the procedures set forth in this Section 1.19.
2. All Contract Disputes will first be submitted to the State's Contract Manager and the Vendor Account Manager for resolution. For a

Terms and Conditions

period of thirty (30) days from the date of receipt of the Dispute Notification ("Dispute Date") the State Contract Manager and Vendor Account Manager (or their then current equivalents) shall meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the Contract Dispute in good faith.

3. If following the thirty (30) day period referenced in Section 1.19 B.2 above, the State Contract Manager and the Vendor Account Manager (or their then current equivalents) are unable to resolve the Contract Dispute in a mutually agreeable manner, the Parties will then submit the Contract Dispute to the State Network Administrator and to the Vendor Sales Manager for resolution. For the next thirty (30) days the State Network Administrator and Vendor Sales Manager shall meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the Contract Dispute in good faith. If the State Network Administrator and Vendor Sales Manager are unable to resolve the Contract Dispute within sixty (60) days after the Dispute Date, then the Parties may initiate formal proceedings hereunder.
4. The specific format for such discussions will be left to the discretion of the representatives of the State and Vendor responsible for attempting to resolve the Contract Dispute as set forth in this Section 1.19; provided, however, that each Party will involve the business and/or legal resources reasonably necessary to attempt in good faith to resolve the Contract Dispute in a mutually agreeable manner at the earliest possible time and without undue delay.
5. If the Parties are unable to resolve the Contract Dispute and the dispute involves a claim of Vendor's noncompliance, the State may withhold payment for the Service(s) that is (are) the subject of the Contract Dispute if the Vendor is noncompliant with any Term and Condition of this Agreement or Service Attachment after the sixty (60) day dispute resolution process described above. Upon written notice to Vendor, to be provided by the State within fifteen (15) business days after the expiration of the sixty (60) day dispute resolution period, the State may withhold the payment until the Vendor cures the noncompliance or the Parties arrive at a mutual agreement to resolve the Contract Dispute. Notwithstanding the foregoing, the State may only withhold a maximum amount equal to three months of charges for the Service(s) that is(are) the subject of the Contract Dispute. At such time as the State has withheld three months of charges, the State must then resume and continue to pay monthly charges for the Service(s). Within thirty (30) days of a resolution of the Contract Dispute, the State must pay the withheld amount, unless otherwise agreed by the Parties.

Terms and Conditions

6. Nothing in this Section 1.19(B) is intended to limit the Parties' rights provided under Section 1.19(A) and Section 7.

2 Indemnification / Limitation of Liability

2.1 Indemnification

- A. Vendor's Obligations as to Infringing Services. Vendor agrees at its expense to defend or settle any third-party claim against the State, the Subscribing Entities and their respective officers, directors, partners, principals, employees, agents, successors and permitted assignees, and to pay all compensatory damages that a court may finally award against such parties to the extent the third party claim alleges that a Service provided to a Subscribing Entity under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) a Subscribing Entity's, its Affiliate's, or its user's content; (b) modifications to the Service by a Subscribing Entity, its Affiliates, or third parties, or combinations of the Service with any services or products not provided by Vendor, except in the case of a combination of a Service with a third party product or service that was specifically authorized by Vendor in writing; (c) Vendor's adherence to a Subscribing Entity's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement. Whenever Vendor is liable under this Section 2.1.A., Vendor may at its option either procure the right for the Subscribing Entities to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.
- B. Hold Harmless. Vendor shall indemnify and hold the State and the Subscribing Entities and their Affiliates and their respective officers, directors, partners, principals, employees, agents, successors and permitted assignees harmless against damages, losses, fees, fines and expenses (including reasonable attorneys fees) arising out of third party claims resulting from injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to tangible real or tangible personal property, to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of the Vendor, its agents, employees or subcontractors, in connection with the provision or use of Services. Vendor shall not be liable under this Section for damages caused by service or equipment that is not furnished by Vendor under this Agreement.
- C. Notice and Cooperation. The Subscribing Entity seeking defense or settlement of a third party claim under this Section 2.1 will notify the Vendor promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the Vendor is prejudiced thereby. The Subscribing Entity

Terms and Conditions

seeking defense will notify the State of Ohio Attorney General (Attorney General) of such claim, if applicable, and the Attorney General may provide authorization to the Vendor to use counsel reasonably experienced in the subject matter at issue, control the defense and settle the claim. In addition, the Subscribing Entity will reasonably cooperate with the defense; and the Vendor will not settle a claim without the consent of the Subscribing Entity being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the Vendor under this Section 2.1.

2.2 Mutual Limitation on Damages

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR INCREASED COST OF OPERATIONS EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2.3 State's Maximum Damages

THE STATE'S AND SUBSCRIBING ENTITY(S) LIABILITY FOR DAMAGES, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED THE AMOUNT OF COMPENSATION PAYABLE TO VENDOR FOR THE PREVIOUS TWELVE (12) MONTHS OF SERVICE RELATED TO THE SPECIFIC SERVICE ATTACHMENT UNDER WHICH THE DAMAGES OCCURRED, OR THE AMOUNT OF DIRECT DAMAGES INCURRED BY THE VENDOR, WHICHEVER IS LESS.

2.4 Vendor's Maximum Damages

THE VENDOR'S ENTIRE LIABILITY, AND THE STATE'S AND EACH SUBSCRIBING ENTITY'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY THE STATE'S NEGLIGENCE, SHALL IN NO EVENT EXCEED (A) APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO THE STATE OR SUBSCRIBING ENTITY FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES OR (B) THE FEES PAID FOR THE AFFECTED SERVICE DURING THE PREVIOUS TWELVE (12) MONTHS OF SERVICE. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO VENDOR EXCEPT AS PROVIDED IN SECTION 2.5.

2.5 Exclusions from Limitations

THE LIMITATIONS IN SECTION 2.4 WILL NOT APPLY TO: (A) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY VENDOR'S NEGLIGENCE; (B) BREACH OF VENDOR'S

Terms and Conditions

CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 1.17; (C) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 2.1 WITH RESPECT TO THIRD PARTY CLAIMS; OR (D) DAMAGES ARISING FROM VENDOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.6 Disclaimer

EXCEPT FOR LIABILITY EXPLICITLY SET FORTH IN THIS AGREEMENT, SERVICE ATTACHMENTS, AND TARIFFS, , THE VENDOR WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY VENDOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: ACCESS OR INTERCONNECTION WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY THE STATE OR THIRD PARTIES, OTHER THAN VENDOR'S SUBCONTRACTORS OR AFFILIATES PROVIDING SUCH AS PART OF THE VENDOR'S PERFORMANCE HEREUNDER AND NOT EXPRESSLY IDENTIFIED AS EXCLUDED IN THE APPLICABLE SERVICE ATTACHMENT OR A THIRD PARTY ATTACHMENT; SERVICE DEFECTS; SERVICE LEVELS; DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF THE STATE'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION (OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 1:17), NETWORK, OR SYSTEMS.

2.7 Application and Survival

The disclaimer of warranties and limitations of liability set forth in this Section 2 will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each Party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 2 will survive failure of any exclusive remedies provided in this Agreement and will survive the termination and expiration of this Agreement.

3 Standard Clauses

3.1 Force Majeure; Excusable Delay

Neither Party will be liable for any delay or failure in its performance that arises from an event of "Force Majeure" which shall include but not be limited to fires, lightning, floods, earthquakes, wind storms, tornados, hurricanes, weather disasters declared by the Ohio Emergency Management Agency or other acts of God, strikes, other labor disputes, riots, civil unrest, embargoes, requirements imposed by governmental regulations, civil or military authorities, cable cuts or other causes beyond a Party's reasonable control and without its negligence or fault. The Party experiencing the event of Force Majeure will notify the other Party promptly of any material delay or failure

Terms and Conditions

in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. In the event of any such event of Force Majeure, the dates of performance or of delivery affected by the event will be extended for a period equal to the time lost by reason of such event ("Excusable Delay"). The Party experiencing the event of Force Majeure must also describe the cause of the event of Force Majeure and what steps it is taking to remove the cause. The delayed Party may not rely on a claim of Excusable Delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Vendor's subcontractors will be considered controllable by the Vendor, except for third-party manufacturers supplying commercial items and over whom the Vendor has no legal control. For each single Force Majeure event that causes a failure or Excusable Delay in Vendor's provision of a Service to a Subscribing Entity that exists for a period of one (1) day or more, the Subscribing Entity will have a right, upon request, to a credit from Vendor equal to the applicable monthly charge for the cancelled Service pro rated based on the period during which the Service was unavailable due to the event of Force Majeure.

3.2 Employment Taxes

Each Party will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and/or payments (together with any interest and penalties not disputed with the appropriate taxing authority).

3.3 Sales, Use, Excise, and Property Taxes

The State and certain Subscribing Entity(s) are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Vendor in connection with the Services provided hereunder, except as provided under Section 9.1 C., such will be the sole and exclusive responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time.

3.4 Equal Employment Opportunity

- A. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.
- B. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://www.das.ohio.gov/eod/aapv.htm>

Terms and Conditions

- C. Use of MBE and EDGE Vendors. The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

3.5 Drug-Free Workplace

The Vendor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Vendor will make a good faith effort to ensure that all Vendor employees, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.6 Conflicts of Interest

No personnel of the Vendor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Agreement. Additionally, the Vendor will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement or the Services provided hereunder to acquire an interest in anything or any entity under the Vendor's control if such an interest would conflict with that official's or employee's duties. The Vendor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Vendor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

3.7 Assignment

The Vendor may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State which shall not be unreasonably withheld. Notwithstanding the preceding sentence, Vendor may, without the State's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but the Vendor will in each such case remain financially responsible for the performance of such obligations.

3.8 Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

3.9 Finding for Recovery

The Vendor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If the warranty was false on the date the Parties signed this Agreement, the Agreement is void ab initio.

Terms and Conditions

3.10 Anti-trust

In the event Vendor determines not to pursue or abandons a cause of action under the antitrust laws of the United States or the State of Ohio relating to the purchases made under this Agreement, Vendor may convey to the State any such causes of action relating to the purchases made under this Agreement. To the extent that the Vendor elects to pursue an antitrust cause of action, if the Vendor recovers an award or settlement payment with respect to such cause of action, the Vendor will consult with the State concerning any direct damages incurred by the State with respect to such antitrust cause of action and negotiate a mutually agreeable sum to compensate the State for such damage.

3.11 Use of Name

Neither Party will use the other Party's name in any marketing without the other Party's written consent.

3.12 Executive Order 2007-1S Compliance

- A. The Vendor certifies that it has reviewed and is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.
- B. In accordance with Executive Order 2007-01S, the Vendor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and the order. The Vendor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

3.13 Campaign Contributions

The Vendor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

3.14 Declaration Regarding Terrorist Organization

In accordance with O.R.C. 2909.33(C), the Vendor certifies that it meets one of the following conditions:

- A. The Vendor has not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or
- B. The Vendor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000)

Terms and Conditions

in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or

- C. The Vendor has either pre-certified with the Office of Budget and Management, or has completed the Declaration of Material Assistance ("DMA") form certifying that the Vendor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

3.15 Safety and Security Rules

When accessing State networks and systems, the Vendor must comply with all applicable policies and regulations regarding data security and integrity, and when on any property owned or controlled by the State, the Vendor must comply with all security and safety rules applicable to people on those premises. The State's general policies are located at <http://oit.ohio.gov/IGD/Policy/OhioITPolicies.aspx> ("General Policies"). Notwithstanding the introductory sentence to this Section 3.15, to the extent a Subscribing Entity has different and/or additional policies or regulations in addition to the General Policies, the Subscribing Entity must provide those policies or regulations to the Vendor before ordering a Service that may be affected by such a policy or regulation. The Vendor must also maintain its work area at the premises in a neat and orderly condition. The Vendor is entitled to rely on all information provided by the State or the Subscribing Entity and shall not be responsible or held liable for any damages or costs that result from errors or omissions in such information regarding the premises.

4 Appropriation and Certification of Funds

4.1 Appropriation of Funds

The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State, the State will be released from its obligations on the date funding expires.

Each Subscribing Entity will provide at least thirty (30) days advance written notice to Vendor of the cancellation of any Services provided to such Subscribing Entity due to the non-appropriation of funds to the extent such Subscribing Entity is aware of the non-appropriation. Should a Subscribing Entity cancel an order for Service(s) due to the non-appropriation of funds for such Service(s), the Subscribing Entity may not acquire a replacement service from another vendor for six (6) months from the date of such cancellation. A Subscribing Entity will not be required to wait six (6) months to obtain a replacement service if, upon availability of funding for such cancelled Service, the Subscribing Entity first contacts Vendor and renews the cancelled order subject to the Vendor's good faith effort to accommodate the Subscribing Entity's reasonably requested adjustments to such order. Notwithstanding the foregoing, a Subscribing Entity will not be prohibited from using an existing service from another vendor, provided the existing service (i) was installed before the non-appropriation event, and (ii) was not installed in contemplation of the non-appropriation event.

4.2 Certification of Funds

Terms and Conditions

None of the rights, duties, or obligations in this Agreement will be binding on the State, and the Vendor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Agreement is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Agreement, the State gives the Vendor written notice that such funds have been made available.

The Vendor will have the right but not the obligation to request a purchasing order from Subscribing Entities with respect to Services ordered under the Service Attachments.

5 Orders Requesting Service, Cancellation, or Modification

5.1 Service, Cancellation, or Modification

- A. All Orders for Service as well as any cancellations, or modifications to an order must be made through the State's Technology (formerly Telecommunications) Service Request system ("TSR") or any similar system in use by the State at the time an order for Service, cancellation or modification is requested. Therefore the Vendor will notify the State when an order is received that was placed outside the TSR or similar system and the Vendor will not accept the order. If a Vendor accepts an order outside the TSR or similar system, the State may either withhold payment for the unverified order or request suspension of the Service occurring due to the unverified order without penalty to the State.
- B. The Vendor agrees to use commercially reasonable efforts to keep Subscribing Entities' orders updated and current in the TSR in the manner provided as of the date of this Agreement or as the Parties otherwise agree. With respect to new Services, the Parties will agree to the appropriate manner for order entry and updating.
- C. The Vendor is responsible for processing all orders, billing, payments, cancellations, and changes, and receiving and managing all Service calls in a consolidated manner. In this regard, the Vendor must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing Entities. Except as provided in Section 1.6 hereof, the Vendor may not require a Subscribing Entity to contact any of the Vendor's third-party suppliers/carriers or otherwise transact business directly with such suppliers/carriers for any Services ordered under this Agreement, and in all respects, the Vendor must maintain a seamless, single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

5.2 eBonding

If available through the Vendor, the State may opt to generate service orders, conduct order status checks, report Service trouble, manage this Agreement and the

Terms and Conditions

Service Attachments and conduct other related transactions through the Vendor's eBonding system which will allow the State to automatically enter directly into the Vendor's proprietary system. Once the Vendor has eBonding capability, the Vendor must notify the State and provide access to the eBonding system upon such terms and conditions as the Parties may agree.

6 Term

The current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the current biennium, which is June 30, 2011 (the "Initial Term").

Section 1.10 governs the survival of terms and conditions.

6.1 Agreement - Renewal

The State may renew this Agreement for the next biennium by issuing written notice to the Vendor of the decision to do so at least thirty (30) days before the expiration of the Initial Term. Thereafter, renewal of this Agreement will only be by written agreement of the Parties. Renewals will be initiated by the State in writing at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium. The State cannot commit to renew this Agreement in any future biennium, but it is the State's intent to do so for multiple two-year terms. Each renewal of this Agreement is hereinafter referred to as a "Renewal Term" and together with the Initial Term as the "Term".

6.2 Service Attachment(s) - Renewal

- A. The State may renew the Service Attachments for the next biennium by issuing written notice to the Vendor of the decision to do so at least thirty (30) days prior to the expiration of the Initial Term. Thereafter, any renewals of Service Attachments will only be by written agreement of the Parties. Renewals will be initiated by the State at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to any subsequent biennium.
- B. After the first renewal the Parties agree that pricing of Services under the Service Attachment may be renegotiated to reflect more favorable rates to the State. On the third renewal of this Agreement, the Vendor may request price increases for new orders under this Agreement, but existing orders will continue at the previous pricing through completion of their then current commitment. Upon termination of this Agreement, all rights of the Subscribing Entity(s) to order new Services cease and the Vendor has no further obligations to furnish new Services to the Subscribing Entity(s). The Subscribing Entity(s) have the option any time during the Agreement period to upgrade to a new technology or service offering with the Vendor as mutually agreed to by the Parties and to the extent specifically outlined in the individual Service Attachments.

Terms and Conditions

7 Termination - Agreement and Service Attachments

7.1 Termination for Convenience

For the State's convenience, the State may terminate this Agreement and/or Service Attachment(s) during the Initial Term or any Renewal Term with thirty (30) days advanced written notice to the Vendor. The Subscribing Entity(s) shall pay for all accrued and unpaid charges for Service and any disconnection charges as outlined in the appropriate Service Attachment(s) ("Disconnection Charges"), through the effective date of such termination.

7.2 Termination for Non-Appropriation

In addition, it is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State and Subscribing Entity(s) obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the State and Subscribing Entity(s).

7.3 Limitation on Subscribing Entities

No Subscribing Entity may terminate this Agreement or any Service Attachment on behalf of the State.

7.4 Termination upon Bankruptcy

This Agreement may be terminated immediately upon notice by either Party if the other Party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors. In the case of a Subscribing Entity's insolvency, cessation of business, bankruptcy, receivership, or assignment for the benefit of creditors, the Vendor's termination hereunder will be limited to termination of the Subscribing Entity's orders for Services.

7.5 Additional Termination Provisions

Termination or Suspension of Services. The following additional termination provisions apply:

- A. Fraud or Abuse. The Vendor may first suspend an affected Service and/or orders, and if the activity implicates the entire Agreement, suspend the entire Agreement, immediately by providing the Subscribing Entity (and the State in the case of termination of the entire Agreement) with as much advance notice as is reasonably practicable under the circumstances if the Subscribing Entity: (i) commits a fraud upon the Vendor; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses the Vendor's network or Service; or (v) interferes with another customer's use of the vendor's network or services; However, the Vendor reserves the right to act

Terms and Conditions

immediately and terminate the affected Service and/or order when the Vendor reasonably determines that the foregoing activity presents emanate risk of harm to the Vendor, its network or the Vendor customers and their use of the network.

- B. Material Breach. If either the State or the Vendor fails to perform or observe any material term or condition of this Agreement (including Vendor's failure to substantially comply with written specifications for the Services) and including non-payment of charges, except as otherwise provided in this Agreement, and such failure continues unremedied for 30 days after receipt of written notice, the non-breaching Party may terminate the Agreement and the affected Service and/or orders.

7.6 Effect of Termination on Orders

- A. If the State terminates this Agreement under Section 7.2 (Termination for Nonappropriation), Section 4.1 (Appropriation of Funds) or non-renewal under Section 6 (Renewal), the Subscribing Entity(s) will not be liable for the Disconnection Charges set forth in the applicable Service Attachment. Disconnection Charges may apply to a Subscribing Entity which exercises its rights under Section 1.10 during the extension period, if the Subscribing Entity terminates for convenience during the term of the extension. Disconnection Charges apply to Subscribing Entities with respect to termination of Services under Sections 7.1, 7.5.A, and Vendor's termination under 7.5.B.
- B. Upon termination of this Agreement, all rights of the Subscribing Entity(s) to order new Services cease and the Vendor has no further obligations to furnish new Services to the Subscribing Entity(s).

8 Cancellation of Services as Described in a Service Attachment

Under this Agreement and Service Attachment(s), Service(s) may be cancelled by either the Subscribing Entity(s) or the Vendor as follows:

8.1 By the Subscribing Entity(s)

- A. For the Subscribing Entity(s) convenience, the Subscribing Entity(s) may cancel the Service(s) at any time for any reason. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date as well as any Disconnection Charges as outlined in the appropriate Service Attachment(s).
- B. If the cancellation of the service(s) is for cause (including Vendor's failure to substantially comply with written specifications for the Services) which remains unremedied for 30-days after written notification to the Vendor or non-appropriation of funds as described in Section 4.1, the Subscribing Entity(s) shall not be held liable for any Disconnection Charges as outlined in the appropriate Service Attachment(s).

Terms and Conditions

8.2 By the Vendor

- A. If a Subscribing Entity(s) materially defaults in the performance of any of its duties or obligations under this Agreement and/or Service Attachment(s), the Vendor may, by giving at least thirty days (30) written notice thereof, cancel the Service and provide the cancellation date. If the Subscribing Entity(s) cures the default to the satisfaction of the Vendor and prior to the cancellation of services date, the Agreement as well as the Service(s) to the Subscribing Entity, shall remain in full force and effect. The Subscribing Entity(s) shall remain liable for charges accrued but unpaid as of the cancellation date, and any Disconnection Charges as outlined in the appropriate Service Attachment(s).
- B. Vendor also may cancel Services with respect to a Subscribing Entity as provided in Section 7.5A hereof.
- C. Materially Adverse Change. If the Vendor revises a Service Publication (as used herein, "Service Publication" mean a Tariff, Guidebook, or Service Guide for a Service offered hereunder) and the revision has a materially adverse impact on the Subscribing Entity, and the Vendor does not affect revisions that remedy such materially adverse impact within 30 days after notice from the Subscribing Entity, then the Subscribing Entity may, as the Subscribing Entity's sole remedy, elect to cancel the affected Service Components on 30 days' notice to the Vendor, given not later than 90 days after the Subscribing Entity first learns of the revision to the Service Publication. However, the Vendor may not change any prices that are fixed (stabilized) in a Service Attachment, except as provided in Section 6. A revision to a Service Publication will not be considered materially adverse to the Subscribing Entity if it changes prices that are not fixed (stabilized) in a Service Attachment, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 9.1 (Charges).
- D. Internet Services. If the Subscribing Entity fails to rectify a violation of the Acceptable Use Policy ("AUP") within 5 days after receiving written notice from the Vendor, the Vendor may suspend the applicable portion of the Service. The Vendor has the right; however, to suspend or cancel the applicable portion of the Service immediately when: (i) the Vendor's suspension or cancellation is in response to multiple or repeated AUP violations or complaints; (ii) the Vendor is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) the Vendor reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if the Vendor were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of the Vendor's network or networks with which the Vendor is interconnected or interfere with another customer's use of the Vendor Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to the Vendor or the Vendor's customers or their respective employees.

Terms and Conditions

- E. Infringing Services. If neither of the options described in the last sentence of Section 2.1.A (Indemnification) are reasonably available, the Vendor may cancel the affected Service without liability other than as stated in Section 2.1.A.
- F. Hazardous Substance. If the Vendor encounters any Hazardous Substance at the site where the Vendor is to install, maintain or provide Services, the Vendor may cancel the affected orders or Service Component thereunder, or suspend performance until the Subscribing Entity removes and remediates Hazardous Substance at the Subscribing Entity's expense in accordance with applicable law. If the Vendor cancels the order under this Section, the Vendor will be entitled to expenses as provided under Section 8.3.B. If services are suspended hereunder after installation due to Hazardous Substances, the Subscribing Entity will continue to pay for the Services despite the suspension unless the Subscribing Entity cancels the Service for convenience and pays any applicable Disconnection Charges.
- G. Withdrawal of Services. Notwithstanding that a Service Attachment may commit the Vendor to provide a Service to the Subscribing Entity for a defined term, and unless applicable law or regulation mandates otherwise, the Vendor may discontinue providing a Service or Service Component upon 12 months' notice, but only where the Vendor generally discontinues providing the Service or Service Component to retail business customers.

8.3 Effect of Cancellation of a Service

- A. Cancellation by either Party of a Service does not waive any other rights or remedies a party may have under this Agreement. Cancellation or suspension of a Service will not affect the rights and obligations of the Parties regarding any other Service.
- B. If the Subscribing Entity terminates a Service or Service Component prior to the date the Subscribing Entity's obligation to pay for Services begins, the Subscribing Entity will reimburse the Vendor for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination. In no case will such charges exceed the installation fee and any special construction charges identified in the applicable Service Attachment.

8.4 Disconnection Charges

- A. If a Subscribing Entity cancels an affected Service or Service Component pursuant to Section 8.1.B, or if Vendor cancels Services under Sections 8.2C, 8.2E, 8.2F or 8.2G, the Subscribing Entity(s) will not be liable for the Disconnection Charges set forth in the applicable Service Attachment.

Terms and Conditions

- B. Disconnection Charges apply to Subscribing Entities with respect to cancellation of Services under Sections 8.1.A, 8.2.A, and 8.2.D .

9 Financial – Charges, Claims and Disputes, Billing and Payment

9.1 Charges

A. **Documentation.** All applicable charges shall be documented in reasonable detail in the appropriate Service Attachment(s). The Subscribing Entity(s) will not be responsible for any charges not documented in reasonable detail in the Service Attachment(s) nor will the Subscribing Entity(s) be responsible for any charges waived by the Vendor as described in the Service Attachment(s).

B. **Vendor Taxes.** Subject to Section 9.1.C below, to the extent that any sales, use, excise or any similar tax is imposed on the Vendor in connection with this Agreement, such will be the sole responsibility of the Vendor, and the Vendor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time Service is rendered or at a later time during the Term.

C. **Other Taxes; Fees.** The Subscribing Entities will pay ONLY any taxes, fees, surcharges or assessments, as outlined in the appropriate Service Attachment(s), to the extent the Subscribing Entity is not exempt from such taxes, surcharges or assessments, and will appear as a separate line item on the invoice.

D. **Increases.** The Subscribing Entity(s) are not subject to increases in the monthly recurring charge or usage charges during the term of this Agreement, except with respect to those fees, taxes, surcharges or assessments as outlined in the Service Attachments that are charged by third parties unrelated to Vendor in connection with the Services.

9.2 Claims and Disputes

A. **Disputed Invoices.** If a Subscribing Entity disputes a charge, the Subscribing Entity will provide written notice to Vendor specifically identifying the charges and the reason it is disputed within two (2) years after the date of the affected invoice(s), or should the Subscribing Entity fail to provide written notice within such two (2) year period the Subscribing Entity waives the right to dispute the charge(s). Should a Subscribing Entity dispute any charges during the time allotted herein, Vendor will be entitled to a credit against any such claim for any unbilled or under billed charges for that Subscribing Entity during the two-year period identified above.

B. **Withholding Payment.** During the pendency of the investigation into the disputed charges, upon written notification to the Vendor, the State may withhold payment for the disputed invoices described in the Service Attachment until the dispute is resolved.

Terms and Conditions

- C. **Resolution of Dispute.** If the dispute is resolved in favor of the Subscribing Entity, the Vendor will issue a credit within two billing cycles after resolution. If the credit exceeds the Service charges on the next two invoices, then upon written request of the Subscribing Entity (which may be submitted via email to Vendor's billing representative), the Vendor will issue payment to the Subscribing Entity in the form of a check in the amount exceeding the Service charges. Otherwise, if the Subscribing Entity does not request a check, the credit will remain on the Subscribing Entity's future invoice until exhausted. If the dispute is resolved in favor of the Vendor, the Subscribing Entity will submit payment within thirty (30) days of receiving notification at the office designated to receive the invoice.

9.3 Billing

- A. **Correct Invoices; Reporting.** The Subscribing Entities are only authorized to pay correct invoices as required under Ohio law. Invoices will be issued at the account level, however a Subscribing Entity may require a recap at the agency, division, or district level based on the organizational structure of such Subscribing Entity. Specific reporting data requirements and any associated charges, if any, for the level of billing detail requested will be described in the Service Attachment(s) and/or amendments to the Service Attachment(s).
- B. **Billing.** The Vendor must bill each Subscribing Entity within one-hundred eighty (180) days for all Services following the close of the billing month in which the Subscribing Entity incurred charges; provided, however, that such timing requirements shall not apply to charges for automated or live operator assisted calls of any type. If the State does not receive the invoice within the prescribed time, the Subscribing Entity shall be entitled to deny payment of the invoice. Further, for any invoice the Subscribing Entity receives more than 90 days after the date of Service, the Subscribing Entity shall be entitled to deny payment if the funding from which payment was to be made has been withdrawn by the funding source. This includes but is not limited to loss of funding at the end of the Subscribing Entity's fiscal year and expiration of grants or reimbursement periods for federal funding and other third party funding that the Subscribing Entity relied upon for payment of the applicable Services. The effective start date of a new or modified Service will be set at the date the Vendor implements the Service, i.e., the In-Service Date, which is the date that Vendor provisions the Service and it is available for use by the Subscribing Entity. Unless indicated otherwise on a Service Attachment for a Service, invoices must be available electronically, either in the form of an internet download optical, or magnetic media, which form is to be determined at the State's option by the office designated in the purchase order or TSR as the "bill to" address.
- C. If a Vendor is using additional vendors/entities to provide the Services described in the Service Attachments, the Vendor, at the State's option,

Terms and Conditions

must generate a consolidated invoice and submit the consolidated invoice to the State, unless a Service Attachment expressly provides otherwise.

- D. A proper invoice must include the following information and/or attached documentation:
1. Name and address of the Vendor as designated in the Agreement or amendment.
 2. Invoice remittance address as designated in the Agreement.
 3. A reasonably sufficient description of the Services that allows the State to identify the Services or perform an audit of the Services.

9.4 Payment

- A. Payments for Services under this Agreement and under each Service Attachment will be due on the thirtieth (30th) calendar day after the date of receipt of a proper invoice in the office designated to receive the invoice.
- B. The date of the warrant issued in payment will be considered the date payment is made.
- C. Without diminishing the foregoing payment rights and obligations, the payment will be overdue if it is not received by Vendor within thirty (30) days after the receipt date of a proper invoice in the office designated to receive the invoice.
- D. At the Vendor's option, if a payment is overdue, then interest will be paid under the provisions of Section 126.30 of the Ohio Revised Code ("Code").

10 State Reporting Requirements

Vendor's billing and reporting capabilities vary by Service. Specific reporting data requirements will be outlined in the Service Attachment and/or amendments.

11 Service Level Guarantee and Credits

The Vendor will issue credit allowances as applicable for service outages as set forth in the Service Level Agreement to the extent a Service Level Agreement is offered by the Vendor, as specified in the applicable Service Attachment and/or Amendments section(s). The credit will appear on the next invoice. Service Level Agreements will not be applicable if not specified in the applicable Service Attachment.

12 Eligibility of E-Rate Service

Some services under this Agreement and/or the Service Attachments may be eligible for the Universal Service Administrative Company's ("USAC's") Education Rate (E-Rate) Program. The eligibility or ineligibility of products or services for E-Rate funding

Terms and Conditions

is solely the responsibility of the USAC/SLD and/or the FCC. Vendor makes no representations or warranties regarding such eligibility. If a Subscribing Entity intends to file for E-Rate funding for Services provided hereunder, then the Subscribing Entity shall also execute the E-Rate Rider attached hereto. The Vendor must line-item in each invoice to the Subscribing Entity all administrative fees to allow for this determination. Each Party to this Agreement must follow the rules as set forth by USAC. Please refer to the follow web location, if available:

<http://www.sl.universalservice.org>

Under current USAC rules, administrative fees assessed by the State are excluded from E-Rate reimbursement for telecommunications services. Any applicable administrative fees are identified in Section 13, Cost Recovery.

13 Cost Recovery

- A. The "Cost Recovery Fee" is a charge to recover costs/fees incurred by the State in the management and administration of the Services for all the Parties and/or Subscribing Entities in the Agreement described herein and/or the Service Attachments.
- B. The Cost Recovery Fee to be paid to State will be calculated by multiplying Two Percent (2%) times the total net dollar amount (not applied to taxes or regulatory fees) of Services invoiced unless modified or excluded by the applicable Service Attachment. The State will generate notification to the Vendor via email on the last day of the month advising the Vendor to complete a revenue reporting form provided by the State for all invoices generated the prior month. The Vendor will complete the revenue reporting form and calculate the total amount of the Cost Recovery Fee for such month, and return the revenue reporting form with the calculated Cost Recovery Fee via email within ten (10) business days. The State will compare monthly the revenue reporting form provided by the Vendor to expenditure data from the State's general ledger. The State will generate an invoice to the Vendor for the monthly Cost Recovery Fee. The Vendor will remit payment of the invoiced Cost Recovery Fee within thirty (30) days after receipt of the invoice unless the invoice is disputed within fifteen (15) days. Disputes concerning the Cost Recovery Fee will be resolved in accordance with Section 1.19(B).
- C. The Vendor will remit to the State the 2% Cost Recovery Fee by check to the State of Ohio, Office of Information Technology. **THE CHECK SHALL BE MADE OUT TO: TREASURER, STATE OF OHIO, FUND 133** and shall be sent to the State at the following address:

Office of Information Technology
Services Delivery Division
30 East Broad Street, 39th Floor
Columbus, OH 43215
Attn: Business Manager

Terms and Conditions

To ensure that the payment is credited properly, the Vendor will identify the check as State of Ohio Cost Recovery Fee and reference this Agreement between the Vendor and The State of Ohio, Office of Information Technology and reference the invoice number supporting the check amount. For new Services the Cost Recovery Fee will begin 90 days after execution of the individual Service Attachments.

14 Notices

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by a) registered or certified mail, postage prepaid, in any post office in the United States; b) hand delivery; c) overnight courier; d) facsimile transmission or e) email upon confirmation of receipt.

If to the State:

Office of Information Technology
Service Delivery Division
1320 Arthur E. Adams Drive, 3rd Floor
Columbus, Ohio 43221
Attention: Contract Manager

If to the Vendor:

AT&T
150 E Gay Street, 12th Floor
Columbus, Ohio 43215
Attn: Dee Skinner
Associate Director, Custom Accounts

With a copy to:

AT&T Legal Department
225 West Randolph Street Z1
Room 25C
Chicago, Illinois 60606
Attn: Beatrice James-Moore
General Attorney

15 Vendor Added Language

This Section has been added to provide the Vendor with the flexibility to add to the Terms and Conditions outlined in Sections 1 through 15 of this Agreement. Any additions or changes in this section must follow the format as outlined in the Master Service Agreement and Service Attachment instructions document. Please note that all Terms and Conditions which are specific to the Services will be addressed in the Service Attachment(s) and not in this Section.

16 Limitation on Service

Terms and Conditions

Service is offered subject to the availability of the necessary systems, facilities, and equipment. The Vendor may decline applications for Service to or from a location where the necessary systems, facilities, or equipment do not exist. The Vendor provides its services for the State's use pursuant to the terms and conditions set forth in this Agreement, the applicable Service Attachment(s), amendment(s) and/or addendum(a), and the Vendor's applicable Tariffs or Service Guides. While the decision to invest in systems, facilities, and equipment rests solely with the Vendor, the Vendor agrees it will not use the foregoing clause to avoid providing Services in certain markets. The Vendor may discontinue furnishing Service in accordance with the terms of the applicable Tariffs and/or Service Guide. Further, the Vendor may reject any order placed under this Agreement from a Subscribing Entity based upon a legitimate business reason, consistently applied to retail business customers, including but not limited to the Subscribing Entity being an unacceptable credit risk.

17 Subscribing Entity Responsibilities

17.1 The Subscribing Entity shall allow the Vendor access to the premises and prepare premises as necessary for the Vendor to perform its obligations. The Vendor shall not be liable for delays in performance or for costs incurred by the Subscribing Entity due to the Subscribing Entity's failure to provide access to or prepare premises. The Vendor and/or its designated subcontractors may store a reasonable amount of materials, tools, and other items necessary for the performance of work on the premises in location(s) as the Subscribing Entity may designate, at no charge to the Vendor. The Subscribing Entity shall accept delivery of such items delivered to the Subscribing Entity's premises when the Vendor personnel are not available to accept delivery and place or direct the placement of such items on the premises or other location(s). To the extent special storage/security requirements are necessary, the Parties shall negotiate and include such special storage/security requirements in the purchase order/statement of work associated with such equipment. The Subscribing Entity shall provide the proper electrical and telecommunications connections for the equipment as specified by the Vendor and the manufacturer's specifications. The Subscribing Entity shall be responsible for the configuration and operation of all the Subscribing Entity-owned equipment required for connection of the equipment (including installation of licensed software).

17.2 The Subscribing Entity shall provide a suitable and safe environment for the Vendor work at the premises. To the extent Subscribing Entity has knowledge of the presence of Hazardous Substances prior to the commencement of services, the Subscribing Entity shall advise the Vendor of the presence on the Subscribing Entity's premises of any Hazardous Substances. The State and/or the Subscribing Entity understands and agrees that the Vendor does not handle, remove, or dispose of, nor does the Vendor accept any liability for, Hazardous Substances on the premises. The Vendor's right to terminate an order due to Hazardous Substances is covered in the Termination Section of this Agreement.

18 Inclusion of Terms

Inclusion of certain terms and conditions in this Agreement which are incorporated by Vendor in its applicable tariffs, Guidebooks or Service Guides does not constitute a

Terms and Conditions

determination by the Ohio Public Utilities Commission that such terms and conditions are approved or sanctioned by the Commission. The State and/or Subscribing Entities shall be free to pursue whatever legal remedies they may have should a dispute arise.

19 Definitions

Tariffs and Guidebooks. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that the Vendor files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations the Vendor may designate.

Service Guides. The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations the Vendor may designate.

Acceptable Use Policy. The Vendor's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations the Vendor may designate.

Affiliate. With respect to a party means any entity that controls, is controlled by, or is under common control with, such party.

Hazardous Substances. As used herein, "Hazardous Substances" means any substance or material that is classified as a hazardous material, hazardous chemical, pollutant, contaminant, or toxic substance under any federal, state or local law, regulation, or ordinance related to the pollution or protection of air, ground or surface water, soil, or other environmental media, occupational health and safety, or any other environmental or safety hazard.

Terms and Conditions

ATTACHMENT 1 THIRD PARTY CARRIER FORM

Third-Party Carrier Form # _____

This Third-Party Carrier Form (the "Form"), is between _____ ("Carrier") having an office at _____, and the State of Ohio, Department of Administrative Services, Office of Information Technology ("the State"), having its principal place of business at 1320 Arthur E. Adams Drive, 3rd Floor, Columbus, OH 43221 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State.

The Carrier is acting as a third-party carrier for _____ ("the Vendor") under an agreement between the State and the Vendor as a result of an RFP issued _____ ("the Agreement").

The Carrier has a copy of the Agreement and will honor all terms and conditions in the Agreement unless otherwise modified by the Carrier and State's Service Attachment.

Additionally, if the State and the Carrier agree to contract directly for services, they may do so by executing a Service Attachment between them that references the Agreement, in which case, all provisions of the Agreement will apply to the Carrier as if the Carrier were the original Vendor under the Agreement. Notwithstanding the foregoing, for purposes of written notices under the Agreement with respect to the Service Attachments entered into directly between the State and Carrier, notices to Carrier will be sent to:

(Notice Address)

Further, with respect to the Third-Party Supplier section, the Carrier will not be obligated to notify the State of third-party carriers or obtain Third-Party Carrier Forms from them.

Additionally, no Service Attachments entered into under the Agreement between the original Carrier and the State will apply to the Carrier, except to the extent the Carrier is a third-party carrier for purposes of them with the original Vendor. And no amendments to the Agreement between the original vendor and the State will apply for purposes of any Service Attachment directly between the State and the Carrier, unless any such Amendment is directly between the State and the Carrier or incorporated by reference in the applicable Service Attachment with the Carrier.

Whenever the State and the Carrier rely on the Agreement to directly enter into a Service Attachment, the Carrier will step into the shoes of the Vendor under the Agreement for purposes of that Service Attachment only, and, as to that Service Attachment, the Agreement will be solely between the Carrier and the State. The Carrier and the State must look solely to each other for performance with respect to the applicable Service Attachment, including but not limited to billing and payment, and the original Vendor will not be considered a party to the Agreement for purposes of any such Service Agreement directly with the Carrier. Nothing in this Form requires the Contractor or the State to enter into any Service Attachment directly, and should they so agree, the Service Attachment will be effective only when signed by the Carrier and accepted by the State through execution of it by the State's duly authorized representative.

Terms and Conditions

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

CARRIER

**STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE SERVICES**

Signature

Signature

Printed Name

Printed Name

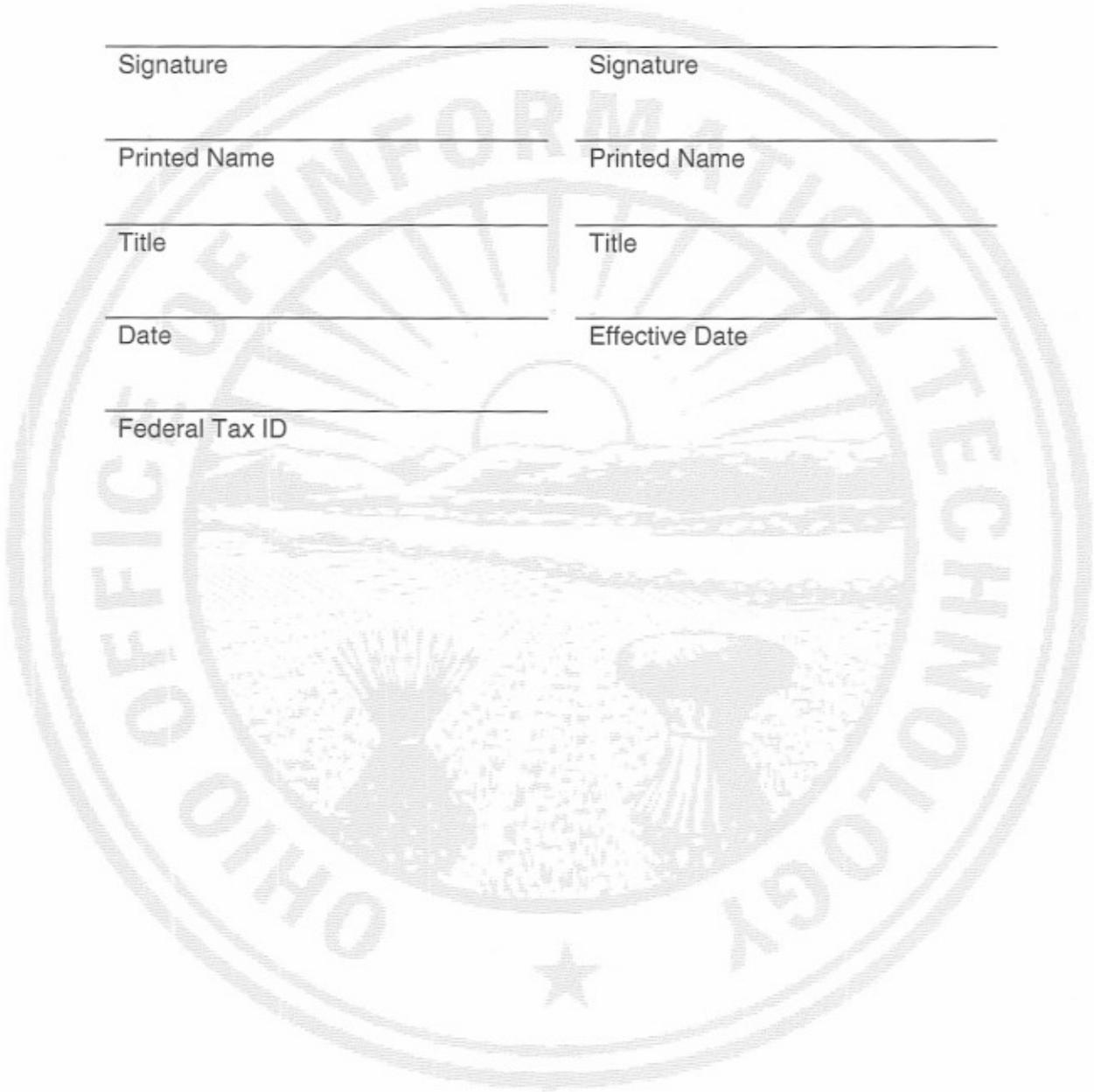
Title

Title

Date

Effective Date

Federal Tax ID



Terms and Conditions

ATTACHMENT 2 FORM OF SERVICE ATTACHMENT

Service Attachment # _____

This Service Attachment (the "Service Attachment"), is between _____ ("Vendor") having an office at _____, and the State of Ohio, Department of Administrative Services, Office of Information Technology ("the State"), having its principal place of business at 1320 Arthur E. Adams Drive, 3rd Floor, Columbus, OH 43221 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Services Agreement between the Parties dated _____.

Service Overview – (Provide a list of all services available under this Service Attachment. A separate Services Attachment should be used for each major offering or service line of the Vendor.)

Description of Service – (Provide a detailed description of all services available under the Service Attachment.)

Standard Service Features – (List and provide a description of all service features that are included as part of the standard cost.)

Optional Service Features – (List and provide a description of all service features that are available for an additional charge.)

Fee Structure – (Provide pricing information for all services and Optional Features.)

Terms and Conditions – (List any additional, modified, or deleted Terms and Conditions that are applicable to the services covered by this Service Attachment.)

Equipment Discounts – (Provide information on discounts offered for any equipment required for the service, as applicable.)

Billing Conversion Plan – (Describe the methodology used to ensure that all existing Subscribing Entity(s) receive the rates as outlined in this Service Attachment.)

Additional Information – (Anything not covered by the above sections.)

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

E-RATE ATTACHMENT
CONFIRMATION OF SERVICES PROVIDED PURSUANT TO STATE OF OHIO

Master Service Agreement

FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

Customer and Service Provider (the "Parties") agree that Customer shall order from Service Provider the services identified below and/or in an exhibit to this E-Rate Attachment ("Service") and such Service shall be provided pursuant to the rates, charges, terms and conditions set forth in the Master Service Agreement by and between AT&T Corp. on behalf of itself and as agent and representative of the AT&T entities providing services thereunder ("AT&T") and the State of Ohio, Department of Administrative Services (the "Agreement") including all Service Attachments, and applicable tariffs, service Guides or guidebooks which may be set forth and/or incorporated by reference into such Agreement.

The Term of this Confirmation Agreement shall be *(PLEASE INSERT TERM HERE)*. If there are any inconsistencies between the Agreement and this Attachment with respect to the Services listed on this E-Rate Attachment for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and disconnection fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program.

Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE ON THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, this E-Rate Attachment, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form

472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

AT&T Reimbursement Form (ARF)

The AT&T Reimbursement form (ARF) system is a service provider invoicing (SPI) method under the E-Rate program which was approved by the FCC as an alternative to the traditional method of providing discounts on the customer bill. Under the AT&T process, customers for services provided from the legacy AT&T Corp. affiliates who select the SPI reimbursement method are required to register their E-Rate opportunity in an AT&T system which generates checks to the customer in the amount of the discounted portion of the bill. This allows the customer to pay the undiscounted invoice in full. AT&T then seeks reimbursement from the SLD using traditional SPI billing, 474 forms.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER LEGAL BUSINESS NAME	List AT&T party from Agreement ("AT&T")
<i>Customer Signature:</i>	<i>AT&T Signature:</i>
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Please add an Exhibit/Attachment describing the Services.