

**AMENDMENT #2 TO SERVICE ATTACHMENT 1 TO THE MASTER SERVICE AGREEMENT –  
SERVICE ATTACHMENT 1 OPT-E-MAN SERVICES**

This is an Amendment to the Service Attachment 1 to the Master Service Agreement - Service Attachment 1 OPT-E-MAN Services between The Department of Administrative Services, on behalf of the State of Ohio ("the State"), and AT&T Corp. on behalf of the AT&T entity authorized to provide Services hereunder: The Ohio Bell Telephone Company d/b/a AT&T Ohio ("Vendor" or "AT&T") ("Contract").

**Customer Name:** The Department of Administrative Services, on behalf of the State of Ohio ("the State"), ("Customer")

**Applicable AT&T Affiliate and State:** (hereinafter "AT&T") The Ohio Bell Telephone Company d/b/a AT&T Ohio

WHEREAS, AT&T and the State entered into a Contract last signed by the State on May 20, 2010 for the provision of OPT-E-MAN Service; and AT&T and the State hereby agree to modify the Contract as follows:

1. Section 7.4 Service Term, shall be modified to replace the last sentence in its entirety with the following language: If the MSA or this Service Attachment expires in accordance with the terms of the MSA, then any Service ordered under the modified Pricing and Service Terms of this Amendment to the Service Attachment that extends beyond the term of this Service Attachment and/or the MSA shall survive for the remainder of the Service Term and be subject to the provisions as set forth in Section 4.8 of the Service Attachment as if such terms were set forth herein the Amendment 2.

2. Table 4.3 Pricing Table is replaced by the pricing table below for all new orders placed after the effective date of this amendment. The Non recurring charge in the chart below only applies to the 60 month term.

**PRICING TABLE**

Component/Speed	USOC	Term			
		24 Months Monthly Recurring Rate	36 Months Monthly Recurring Rate	60 Months Monthly Recurring Rate	Non- Recurring Charge - Each
OPT-E-MAN (SM) Basic Plus 100M	P9FFX	\$520.00	\$328.61	\$230.00	\$1,500.00
Basic Plus Connection 1G	P9FHX	\$800.00	\$686.66	\$686.00	\$1,500.00
CIR - 2Mbps (Silver)	R6E2C	\$400.00	\$176.56	\$ 26.00	\$0.00
CIR - 4 Mbps (Silver)	R6E4C	\$440.00	\$196.18	\$ 70.00	\$0.00
CIR - 5 Mbps (Silver)	R6EAC	\$520.00	\$215.80	\$120.00	\$0.00
CIR - 10 Mbps (Silver)	R6EBC	\$680.00	\$522.82	\$137.00	\$0.00
CIR - 20 Mbps (Silver)	R6EDC	\$880.00	\$688.59	\$195.00	\$0.00
CIR - 50 Mbps (Silver)	R6EHC	\$980.00	\$815.13	\$270.00	\$0.00
CIR - 100 Mbps (Silver)	R6ELC	\$1,220.00	\$941.66	\$320.00	\$0.00
CIR - 150 Mbps (Silver)	R6ENC	\$1,420.00	\$735.68	\$64.00	\$0.00
CIR - 250 Mbps (Silver)	R6EQC	\$1,580.00	\$931.86	\$215.00	\$0.00
CIR - 500 Mbps (Silver)	R6ETC	\$1,840.00	\$1,029.95	\$304.00	\$0.00
CIR - 600 Mbps (Silver)	R6EUC	\$2,100.00	\$1,128.04	\$414.00	\$0.00
CIR - 1 Gbps (Silver)	R6EZC	\$2,380.00	\$1,283.02	\$514.00	\$0.00
Additional MAC Address 51-100	M2C	ICB	ICB	\$0.00	\$0.00

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Repeater	VU4	ICB	ICB	\$0.00	\$0.00
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Pricing for this amendment is based upon the purchase of 288 sites consisting of sites attached to this Amendment in the site list Appendix 1 and new orders placed as of July 21, 2012 will contribute to the attainment of the commitment. Orders can be either OPTEMAN or AT&T Switched Ethernet.

If AT&T does not deliver any circuit ordered within 4 months of receiving the order and pass acceptance testing, the State may cancel any such order without penalty and without affecting the pricing for the remaining orders and installs under this Amendment. The foregoing sentence will not apply if the delay is not due to AT&T.

Existing AT&T OPTEMAN users may convert to this pricing table provided their existing service has been in place for a minimum of 36 months and the Subscribing Entity places a TSR with a new 60 month Service Term.

Existing AT&T OPTEMAN users may upgrade their bandwidth to the new rates listed in the pricing Table by issuing a TSR for a new 60 month Service Term. The Non-Recurring Installation Charge will not apply unless such bandwidth upgrade requires a change in physical port speed.

Existing AT&T OPTEMAN users may upgrade to AT&T Switched Ethernet Service ("ASE") with an increase in bandwidth commitment, when available in the proposed ASE Service Attachment to the Master Service Agreement, provided the Subscribing Entity places a TSR with a new 60 month Service Term. Under this provision, installation charges will apply as allowed by either this amendment or any future ASE Service Attachment.

3. The State may reduce the bandwidth at any Site ordered under this Amendment or cancel it altogether at any point beginning 18 months after the order date for the applicable circuit without termination penalty, so long as the State orders an equal or greater value of upgrades and/or new circuits within 30 days of the downgrade or cancellation order(s). The State will pay for any mutually agreed port upgrades and/or required special construction on the new services and any previously waived construction costs for the cancelled circuit. In the event an order of equal or greater value or new circuit is not ordered within 30 days then the disconnection charges will apply.
4. AT&T has included seven (7) 1 Gbps Ethernet VLAN aggregation links to the following OARnet/State of Ohio POP's at no additional charge to support the VLAN's ordered pursuant to this agreement provided there is a minimum capacity fill rate of 50% per link, per site. Additional links to these seven OARnet/State of Ohio POP's will be provided at no additional charge, as necessary to support remote site ports/VLANs purchased by Customer hereunder, once the initial link has reached its full capacity. If a 1 Gbps Ethernet VLAN aggregation link remains below 50% capacity fill rate for greater than six months from the date of installation, AT&T reserves the right to charge for the 1 Gbps VLAN aggregation link. These seven (7) links can be provisioned as ASE or OPTEMAN at AT&T's discretion. AT&T reserves the right to restrict any single VLAN to 250Mbps on the AT&T provided shared Gbps links.

OARNET POP	50 Public Sq. Suite 640	Cleveland	44113	320	1GigE
OARNET POP	1 Federal Plaza W. Room 1000	Youngstown	44503	322	1GigE
OARNET/SOH POP	1320 Arthur E. Adams Drive	Columbus	43221	324	1GigE
OARNET/SOH POP	30 E Broad Street	Columbus	43215	324	1GigE
OARNET POP	1 Cascade Plaza, Suite 1210	Akron	44308	325	1GigE
OARNET POP	222 N Erie Street, Suite 1A	Toledo	43626	326	1GigE
OARNET POP	130 W. Second Street	Dayton	45402	328	1GigE

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5. Special Construction

Special construction costs have been waived for the sites on the site list Appendix 1. For the sites listed on Appendix 1 pricing includes delivery of the service into the customer building and one category 6 copper demarc extension up to 300 feet per location as needed.

For any sites not listed in the Appendix 1 Site List, special construction costs may apply and the subscribing entity is responsible for providing conduit/structure as well as the path from the property line to the demarcation point as specified in the OPT-E-MAN Service Attachment 1. Special construction charges may be paid as a one-time fee or amortized and added to the MRC.

This Amendment shall become effective as of the date of State's signature and shall remain in full force and effect for the term of the Contract. Except as modified by this Amendment, all of the terms and conditions of the Contract shall remain in full force and effect.

The State has requested that AT&T sign this attachment first, and AT&T has agreed to do so. This attachment as signed by AT&T shall be binding upon the State of Ohio signature, and AT&T will begin implementing the attachment when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T no more than forty-five (45) days after AT&T delivered a signed copy to the State. Further, any and all changes made to the attachment after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this attachment signed by both Parties, except for changes expressly authorized by the terms of this amendment.

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

<b>AT&amp;T</b>	<b>State of Ohio, The Department of Administrative Services</b>
By: <i>Dee Gunnick</i>	By: <i>Robert Blair / SRA</i>
Printed Name: <i>Dee Gunnick</i>	Printed Name: <i>Robert Blair / Standards</i>
Title: <i>Sales Manager</i>	Title: <i>Director / Asst. Dir. &amp; State CIO</i>
Date: <i>10-24-2012</i>	Effective Date: <i>10/30/12</i>
Federal Tax ID: 34-0436390	

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**APPENDIX 1 – ELIGIBLE SITE LIST**

<b>Site Quantity</b>	<b>Street Address</b>	<b>City</b>	<b>Zip Code</b>
1	640 JACKSON ST	TOLEDO	43604
2	615 W SUPERIOR AVE	CLEVELAND	44113
3	68501 BANNOCK RD	SAINT CLAIRSVILLE	43950
4	111 TREMONT AVE SW	MASSILLON	44647
5	1644 TIFFIN AVE	FINDLAY	45840
6	445 CLINTON CT	FINDLAY	45840
7	300 W 1ST ST	DAYTON	45402
8	161 S HIGH ST	AKRON	44308
9	1641 PAYNE AVE	CLEVELAND	44114
10	2500 METROHEALTH DR	CLEVELAND	44109
11	3955 EUCLID AVE	CLEVELAND	44115
12	6600 LEXINGTON AVE	CLEVELAND	44103
13	408 RIVERSIDE DR	PAINESVILLE	44077
14	26301 CURTISS WRIGHT PKWY	RICHMOND HEIGHTS	44143
15	149 BOARDMAN CANFIELD RD	BOARDMAN	44512
16	110 N NELSON AVE	LISBON	44432
17	7860 LINCOLN PL	LISBON	44432
18	2026 SOUTH AVE	YOUNGSTOWN	44502
19	222 W FEDERAL ST	YOUNGSTOWN	44503
20	56104 NATIONAL RD	BRIDGEPORT	43912
21	294 E CAMPUS VIEW BLVD	COLUMBUS	43235
22	4200 E 5TH AVE	COLUMBUS	43219
23	505 S HIGH ST	COLUMBUS	43215
24	855 W MOUND ST	COLUMBUS	43223
25	725 PINE ST	COSHOCTON	43812
26	300 CRAMER CREEK CT	DUBLIN	43017

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27	83 SHAWNEE LN	GALLIPOLIS	45631
28	848 3RD AVE	GALLIPOLIS	45631
29	120 N 3RD ST	IRONTON	45638
30	200 MIDWAY ST	LONDON	43140
31	1115 GILMAN AVE	MARIETTA	45750
32	205 PUTNAM ST	MARIETTA	45750
33	204 DAVIS AVE	MARIETTA	45750
34	218 PUTNAM ST	MARIETTA	45750
35	27811 STATE ROUTE 7	MARIETTA	45750
36	302 WALNUT ST	MARTINS FERRY	43935
37	310 FOX SHANNON PL	SAINT CLAIRSVILLE	43950
38	114 N 4TH ST	STEUBENVILLE	43952
39	125 S 5TH ST	STEUBENVILLE	43952
40	133 S MAIN ST	WASHINGTON COURT HOUSE	43160
41	1270 US ROUTE 62	WASHINGTON COURTHOUSE	43160
42	100 HOME AVE	WOODSFIELD	43793
43	1830 EAST PIKE	ZANESVILLE	43701
44	205 N 7TH ST	ZANESVILLE	43701
45	4155 ROSEVILLE RD	ZANESVILLE	43701
46	445 WOODLAWN AVE	ZANESVILLE	43701
47	503 MAIN ST	ZANESVILLE	43701
48	264 S ARLINGTON ST	AKRON	44306
49	400 WABASH AVE	AKRON	44307
50	676 S BROADWAY ST	AKRON	44311
51	75 ARCH ST	AKRON	44304
52	213 MARKET AVE N	CANTON	44702
53	225 4TH ST NE	CANTON	44702
54	301 PIEDMONT AVE NE	CANTON	44702
55	402 2ND ST SE	CANTON	44702
56	822 30TH ST NW	CANTON	44709
57	209 S CHESTNUT ST	RAVENNA	44266
58	449 S MERIDIAN ST	RAVENNA	44266
59	305 N 15TH ST	SEBRING	44672
60	221 W PARISH ST	SANDUSKY	44870

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61	668 MIAMI ST	TIFFIN	44883
62	1301 MONROE ST	TOLEDO	43604
63	3210 MONROE ST	TOLEDO	43606
64	701 ADAMS ST	TOLEDO	43604
65	705 ADAMS ST	TOLEDO	43604
66	120 E JOHNSON ST	UPPER SANDUSKY	43351
67	1312 RESEARCH PARK DR	BEAVERCREEK	45432
68	658 S ALPHA RD	BEAVERCREEK	45434
69	1 WYOMING ST	DAYTON	45409
70	1111 S EDWIN C MOSES BLVD	DAYTON	45417
71	165 S EDWIN C MOSES BLVD	DAYTON	45402
72	3304 N MAIN ST	DAYTON	45405
73	4433 INTERPOINT BLVD	DAYTON	45424
74	741 VALLEY ST	DAYTON	45404
75	1575 N HIGH ST STE 100	HILLSBORO	45133
76	1345 LAGONDA AVE	SPRINGFIELD	45503
77	651 S LIMESTONE ST	SPRINGFIELD	45505
78	19211 MAIN ST	WINCHESTER	45697
79	541 LEDBETTER RD	XENIA	45385
80	6665 CUTLER LAKE RD	BLUE ROCK	43720
81	149 DEAN FORREST RD	PEDRO	45659
82	4001 LINCOLN AVE	SHADYSIDE	43947
83	11 TOWNSHIP RD 181	Steubenville	43953
84	7018 HOMEGARDNER RD	CASTALIA	44824
85	9800 N SHORE DR	HILLSBORO	45133
86	640 WOLF LEDGES PKWY	AKRON	44311
87	22792 AURORA RD	BEDFORD	44146
88	16758 DORIS DR	BROOK PARK	44142
89	13595 W CENTER ST	BURTON	44021
90	11266 MEMPHIS AVE	CLEVELAND	44144
91	1494 DENISON AVE	CLEVELAND	44109

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92	15306 FERNWAY AVE	CLEVELAND	44111
93	16531 PURITAS AVE	CLEVELAND	44135
94	24878 EMERY RD	CLEVELAND	44128
95	2803 W 12TH ST	CLEVELAND	44113
96	2900 W 16TH ST	CLEVELAND	44113
97	3180 W 14TH ST	CLEVELAND	44109
98	3999 RIDGE RD	CLEVELAND	44144
99	4242 W 140TH ST	CLEVELAND	44135
100	4267 W 143TH ST	CLEVELAND	44135
101	4504 HINCKLEY INDUSTRIAL PKWY	CLEVELAND	44109
102	4592 PERSHING AVE	CLEVELAND	44127
103	4900 OLD GRAYTON RD	CLEVELAND	44135
104	5430 LAKE CT	CLEVELAND	44114
105	5692 E 98TH ST	CLEVELAND	44125
106	7309 N MARGINAL RD	CLEVELAND	44127
107	5500 TRANSPORTATION BLVD	GARFIELD HEIGHTS	44125
108	5469 OLD BRECKSVILLE RD	INDEPENDENCE	44131
109	734 SOM CENTER RD	MAYFIELD	44143
110	10 BLACKBROOK RD	PAINESVILLE	44077
111	25609 EMERY RD	WARRENSVILLE HEIGHTS	44128
112	784 CLAGUE RD	WESTLAKE	44145
113	1096 WORDEN RD	WICKLIFFE	44092
114	6099 SOM CENTER RD	WILLOUGHBY	44094
115	2770 BISHOP RD	WILLOUGHBY HILLS	44092
116	32271 EDDY RD	WILLOUGHBY HILLS	44094
117	32366 WHITE RD	WILLOUGHBY HILLS	44092
118	501 W MAIN ST	CANFIELD	44406
119	14745 OLD LINCOLN HWY	EAST LIVERPOOL	43920
120	36606 STATE ROUTE 30	LISBON	44432

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121	2397 JACKSON PIKE	BIDWELL	45614
122	1980 W BROAD ST	COLUMBUS	43223
123	3500 E 5TH AVE	COLUMBUS	43219
124	4400 CURRENCY DR	COLUMBUS	43228
125	4730 E DUBLIN GRANVILLE ROAD	COLUMBUS	43085
126	5550 E BROAD ST	COLUMBUS	43213
127	233 RIVERCREST DR	COSHOCTON	43812
128	6000 HAUGHN RD	GROVE CITY	43123
129	450 COMMERCE DR	IRONTON	45638
130	3265 W FAIR AVE	LANCASTER	43130
131	1460 US HIGHWAY 42 NE	LONDON	43140
132	338 MUSKINGUM DR	MARIETTA	45750
133	I 75 NORTHBOUND AT MM 4.5	MARIETTA	45750
134	2405 STATE ROUTE 13 NE	NEW LEXINGTON	43764
135	I 70 WESTBOUND AT MM 211	ST CLAIRSVILLE	43905
136	2331 US HIGHWAY 22 SW	WASHINGTON COURT HOUSE	43160
137	1267 CADIZ RD	WINTERSVILLE	43953
138	47028 STATE ROUTE 26	WOODSFIELD	43793
139	3399 EAST PIKE ROAD	ZANESVILLE	43701
140	2088 S ARLINGTON RD	AKRON	44306
141	4505 ATLANTIC BLVD NE	CANTON	44705
142	3349 STATE ROUTE 21	NORTON	44203
143	701 OAKWOOD ST	RAVENNA	44266
144	4285 STATE ROUTE 44	ROOTSTOWN	44272
145	1220 EASTWOOD AVE	TALLMADGE	44278
146	1645 LIMA AVE	FINDLAY	45840
147	1111 OAK HARBOR RD	FREMONT	43420
148	3390 S STATE ROUTE 100	TIFFIN	44883
149	10976 COHWY 121	UPPER SANDUSKY	43351
150	7887 STATE ROUTE 124	HILLSBORO	45133

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151	8001 TROY PIKE	HUBER HEIGHTS	45424
152	3100 LYONS RD	MIAMISBURG	45342
153	1630 W 1ST ST	SPRINGFIELD	45504
154	622 STATE ROUTE 380	XENIA	45385
155	4800 E 131ST ST	GARFIELD HEIGHTS	44105
156	242 W FEDERAL ST	YOUNGSTOWN	44503
157	30 W SPRING ST	COLUMBUS	43215
158	13430 YARMOUTH DR	PICKERINGTON	43147
159	1540 COAL RUN RD	ZANESVILLE	43701
160	400 3RD ST	CANTON	44702
161	3401 PARK CENTER DR	DAYTON	45414
	<b>7 OARNET/SOH POPs</b>		
162	50 Public Sq. Suite 640	Cleveland	44113
163	1 FEDERAL PLAZA W RM 1000	Youngstown	44503
164	1320 ARTHUR E ADAMS DR	Columbus	43221
165	30 E Broad St	Columbus	43215
166	1 CASCADE PLAZA SUITE 1210	Akron	44308
167	222 N ERIE ST SUITE 1A	Toledo	43626
168	130 W. SECOND ST	Dayton	45402

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