

AMENDMENT NO. 7
TO THE STATE OF OHIO SERVICE ATTACHMENT 9
TO THE MASTER SERVICE AGREEMENT

This Amendment No. 7 ("Amendment" or Amendment No. 7) is entered into by and between The Department of Administrative Services on behalf of the State of Ohio (the "State") and AT&T Corp. on behalf of the AT&T entity authorized to provide Services hereunder: AT&T Mobility National Accounts LLC ("Vendor" or "AT&T") (State and AT&T are, at times, referred to herein individually as a "Party" and together as the "Parties").

Section 1. **Recitals.**

1.1 **WHEREAS**, the Parties entered into that certain Master Service Agreement dated May 20, 2010 ("Master Service Agreement"), as amended (collectively, the "Agreement"); and

1.2 **WHEREAS**, the Parties entered into that certain Service Attachment dated February 24, 2012 ("Service Attachment 9");

1.3 **NOW THEREFORE**, the Parties intend to make certain changes to the Service Attachment 9 in accordance with the terms and conditions of this Amendment 7 as follows:

Section 2. **Agreement.** In consideration of the recitals set forth in Section 1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and State hereby agree to amend the Service Attachment 9 pursuant to the terms and conditions of this Amendment No. 7. Unless otherwise defined, capitalized terms in this Amendment No. 7 have the meanings ascribed to them in the Agreement.

Section 3. **Custom Offer.** Provided the State remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §3 (including all sub-sections and Tables), AT&T will provide the State and its eligible CRUs the following custom offer: (a) the waiver of upgrade fees described in §3.1 herein (the "Upgrade Fee Waiver"); (the Upgrade Fee Waiver, is, at times, referred to collectively herein as the "Custom Offer"). For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3 and the applicable Sales Information, this §3 will control. Notwithstanding the foregoing, Custom Offers will be provided only if the State's account is active and in good standing with respect to the applicable CRU.

3.1. Upgrade Fee Waivers. AT&T will waive the standard upgrade fees for CRUs under the Agreement.

Section 4. **Appropriation and Certification of Funds.** Section 4 of the Master Service Agreement is incorporated herein by reference.

Section 5. **Restatement of Contract.** The terms and conditions of the Service Attachment 9, as modified by this Amendment No. 7, are hereby restated and ratified by AT&T and the State. All such terms and conditions are and shall continue to remain in full force and effect.

[Signatures on Following Page]

The State has requested that AT&T sign this Amendment No. 7 first, and AT&T has agreed to do so. This Amendment No. 7 as signed by AT&T shall be binding upon the State from the time of the State's signature, and AT&T will begin implementing the Amendment No. 7 when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T not more than forty five (45) days after AT&T delivered a signed copy to the State. Further, any and all changes made to Amendment No. 7 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 No. 7.

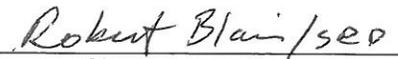
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 7 which shall be effective on the date signed by the State.

**AT&T CORP. ON BEHALF OF THE AT&T
ENTITY AUTHORIZED TO PROVIDE
SERVICES HEREUNDER: THE OHIO BELL
TELEPHONE COMPANY D/B/A AT&T OHIO**

**THE DEPARTMENT OF ADMINISTRATIVE
SERVICES, ON BEHALF OF THE STATE
OF OHIO**



Signature



Signature

Mark Flister

Printed Name

Robert Blair/srd

Printed Name

Sr. Contract Manager

Title

DAS Director/Assistant Director
State CIO

Title

6/19/2014

Date

7/9/14

Effective Date

841659970

Federal Tax ID#