

**SERVICE ATTACHMENT 5
TO THE
MASTER SERVICE AGREEMENT
SYNCHRONOUS OPTICAL NETWORK SERVICES
(OC-192 / ETHERNET OVER SONET)**

This is a Service Attachment to the Master Service Agreement effective December 7, 2006, ("Agreement" or "2006 Agreement"), between The Office of Information Technology ("OIT") on behalf of the State of Ohio ("the State"), and SBC Global Services, Inc dba AT&T Global Services on behalf of The Ohio Bell Telephone Company ("AT&T" or "Vendor"), jointly ("the Parties").

WHEREAS, the existing Synchronous Optical Network ("SONET") Services were purchased pursuant to the SONET Attachment, dated February 23, 2005 to the Network Services Addendum, dated December 22, 2004 to the Master Agreement dated March 16, 2004 ("2004 Agreement", and

WHEREAS, all existing SONET Services including any new SONET Services shall be governed by the Terms and Conditions of the 2006 Agreement and this Service Attachment, and

WHEREAS, the Parties wish to incorporate the SONET Attachment, dated February 23, 2005 into this Service Attachment.

NOW, THEREFORE, in consideration of these premises and the mutual promises set forth herein, the Parties hereby agree as follows:

1. The Addition of Service Attachment 5 – Synchronous Optical Network Services.
2. The Services provided under this Service Attachment are exclusively for OIT to provide transport services to its customers. Any Services sold directly to the Subscribing Entity(s) will require OIT's written approval.
3. The SONET Services Attachment, dated February 23, 2005 shall remain in full force and effect, and shall be incorporated into this Service Attachment as Exhibit 1.
4. Any reference contained in the SONET Services Attachment, dated February 23, 2005 to either the Network Services Addendum, dated December 22, 2004 or the 2004 Agreement, shall mean the 2006 Agreement and this Service Attachment.
5. In the event of a conflict between the Terms and Conditions contained in the SONET Services Attachment, dated February 23, 2005 and the 2006 Agreement, the 2006 Agreement shall prevail.
6. The term for the Service shall expire on June 30, 2009. The Service may be extended for a Renewal Term, as set forth in Section 5.2 of the 2006 Agreement. In the event the Subscribing Entity does not renew the Service upon expiration of the term in accordance with Section 5.2 of the 2006 Agreement, the rates for the Service will revert to the month-to-month-basis rates then in effect for the Service.
7. The Cost Recovery Fee set forth in Section 9 of the 2006 Agreement is not applicable to new or existing Services provided under this Service Attachment.
8. All other terms and conditions of the 2006 Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by OIT.

AT&T GLOBAL SERVICES



Signature

GABRIELA RATULOWSKI
Contract Management

Title

2/19/08

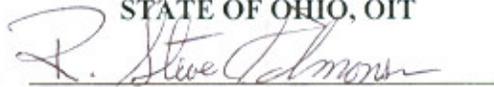
Date

74-2782655

Federal Tax ID

0712 DB3813 1-58WOZB 001.2 RAL#
47996Z 02/14/08 dsb

STATE OF OHIO, OIT



Signature

R. STEVE Edmonson

Printed Name

STATE CIO

Title

3/5/08

Effective Date

EXHIBIT 1
SONET SERVICES ATTACHMENT
DATED FEBRUARY 23, 2005

The SONET Services Attachment dated February 23, 2005 is located on the following page.

**ATTACHMENT __ FOR SBC SYNCHRONOUS OPTICAL NETWORK ("SONET") SERVICE
TO THE SBC NETWORK SERVICES ADDENDUM
TO THE SBC MASTER AGREEMENT BETWEEN
SBC GLOBAL SERVICES, INC. ("SBC")
AND
STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF INFORMATION TECHNOLOGY (CUSTOMER)**

1. Service. SBC Synchronous Optical Network ("SONET") Dedicated Ring Service ("Service" or individually "Circuit") provides the Customer a dedicated custom network. The network is in a ring architecture designed to provide increased reliability and functionality connecting multiple customer- designated locations and specified SBC wire centers via self healing network designs. Dedicated Ring will provide 50- millisecond protection switching after fault detection to assure 100 percent availability of the Services on the ring.
2. Term. The term for the Service shall be coterminous with the term of the Master Agreement as set forth in Section 4.1.
3. Configuration. The initial Service shall be configured as set forth in Schedule B, using either Option A or Option B. The Customer will select the appropriate option via the Telecommunication Service Request (TSR) System. Subsequent orders for Optional Services, identified on Schedule A, shall be delivered at the pricing set forth in Schedule A.
4. Rates and Charges. SBC shall charge, and Customer agrees to pay, the appropriate monthly rates set forth in Schedule A to this Attachment. The rates set forth on Schedule A apply only to those locations that are on the dedicated SONET ring as set forth on Schedule B. In the event Customer contracts for Option A as set forth in Schedule A of this Attachment, and then subsequently chooses to contract for Option B during the term of this Attachment, pricing for the additional Service shall be at the appropriate rate set forth in the Optional Services table of Schedule A. These rates apply only to the locations set forth in Schedule B. Optional Services shall be ordered via a Telecommunications Service Request (TSR) order.
5. Termination. In the event of Termination for Convenience of this Attachment by Customer, in whole or in part, prior to its expiration, Customer shall be liable for termination charges, as set forth below.

Fifty percent (50%) of the monthly rate times the number of months remaining in the current biennium

6. Customer Provided Fiber/Conduit.

As part of the installation of this SONET Ring, SBC agrees to incorporate Customer provided fiber/conduit, between 30 E. Broad Street and 65 S. Front Street, with the following applicable caveats:

- Customer is responsible for maintenance and repair of their fiber
- SBC will need to test and validate the fiber to be used.
- The fiber must be single mode fiber that will carry a 1550 nm signal.
- The fiber meet point will be a patch panel and no SBC fiber will be directly fused to the customer's fiber.
- Fiber will be provided at no cost to SBC
- SBC is not liable for service outages and associated service outage credits associated with the SONET OC192 if the service interruption is the result of problems that involve the Customer's fiber.

7. Billing by SBC for these services will be either to OIT or directly to agencies, boards and commissions at the request of OIT.
8. This Attachment No. _____ incorporates Schedules A - D attached hereto.

SBC Global Services, Inc., on behalf of
The Ohio Bell Telephone Company

Department of Administrative Services,
Office of Information Technology



Signature
JONATHAN RESURRECCION
Contract Information Management

Printed Name

Cm

Title

12-28-04

Date



Signature
MARY F. CARROLL

Printed Name

Senior State CIO

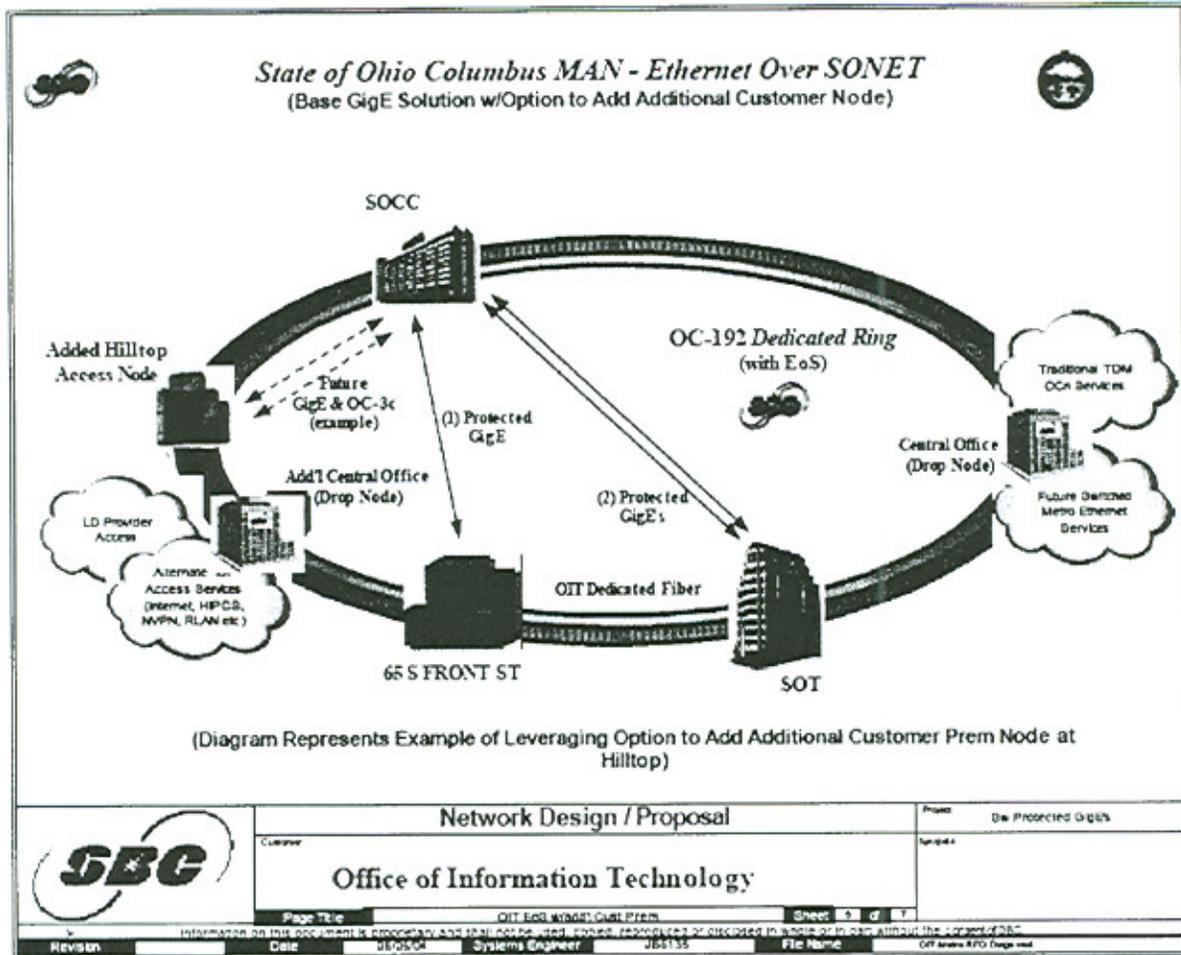
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2-23-05

Date

Option B is comprised of one (1) Administrative Charge, one (1) Design and C.O. Connection Charge, four (4) Customer Premise Nodes, two (2) Central Office Nodes, eight (8) Add/Drop Capability, thirty (30) Mileage, and eight (8) Ethernet over SONET Port 1000 MB.

OPTION B



OPTIONAL SERVICES:

<u>Port Description</u>	<u>Per Port Monthly Rate</u>	<u>Qty. Required Per Circuit</u>	<u>Circuit Price</u>	<u>NRC</u>
Ethernet over SONET Port 1000 Mb	\$1,300.00	2	\$2,600.00	\$0.00
OC-12 (per port)	\$1,250.00	2	\$2,500.00	\$0.00
OC-3 (per port)	\$1,125.00	2	\$2,250.00	\$0.00

**SCHEDULE B TO ATTACHMENT _____
SERVICE LOCATIONS**

The Service provided per this Attachment, as designed for Customer, will include all fiber optic cables, hardware and electronics in addition to the following components:

1. SONET OC-192 bandwidth capacity to the SBC Central Office listed below.
2. Network interfaces at the SBC Central Offices listed below.

<u>SBC CENTRAL OFFICE</u>	<u>NETWORK INTERFACES</u>
CLMBOH11	(1) OC-192 Central Office Node
WOTNOH88	(1) OC-192 Central Office Node

3. SONET OC-192 optical interface to the Customer locations listed below.

Option A

<u>CUSTOMER LOCATION</u>	<u>NETWORK INTERFACES</u>
1320 Arthur Adams, Flr. 3 Upper Arlington, OH UPAROH48	(1) OC-192 Customer Premise Node (3) Ethernet over SONET 1000 Mb. Ports
30 E. Broad Street Columbus, OH CLMBOH11	(1) OC-192 Customer Premise Node (2) Ethernet over SONET 1000 Mb. Ports
65 S. Front Street Columbus, OH CLMBOH11	(1) OC-192 Customer Premise Node (1) Ethernet over SONET 1000 Mb. Ports

Option B (Option A plus the following location)

1980 W. Broad Street Columbus, OH CLMBOH27	(1) OC-192 Customer Premise Node (1) Ethernet over SONET 1000 Mb. Ports
1320 Arthur Adams, Flr. 3 Upper Arlington, OH UPAROH48	(1) Ethernet over SONET 1000 Mb. Ports

**SCHEDULE C TO ATTACHMENT _____
SPECIFICATIONS:**

Required Minimum Switching Capacity: 10 Gbps

Required Line Rate(s): (2) Gigabit Ethernet; 1.0 Gbps (Address 1 – Address 2)
(1) Gigabit Ethernet; 1.0 Gbps (Address 1 – Address 3)
(Option B includes) (1) Gigabit Ethernet; 1.0 Gbps (Address 1 – Address 4)

Required Interfaces LC Single Mode Fiber for all Line Rates

Required Configuration: Ring

Required Features: Dual entrance facilities at ALL locations.
24x7 Service Monitoring
Customer Management capabilities
Real Time Performance Monitoring

Required Redundancy: BLSR or equivalent.

Maximum Recovery Time <60ms

Required Availability: 99.95%

Credits/Penalties:

In the event of a Service Outage (as defined below) and in accordance with the applicable tariff, Customer will receive a credit equal to one month's Monthly Recurring Charges for the individual port-to-port connection that experienced the Service Outage. If the entire SONET ring experiences a Service Outage (communication between any two nodes is not possible), customer will receive a credit equal to one month's Monthly Recurring Charges for the entire SONET ring. In any month, as a result of a Service Outage, the total credit per rate element of the affected Service may not exceed 100 percent of the Monthly Recurring Charge for that particular rate element. A "Service Outage" shall begin at the onset of ten (10) consecutive seconds of SES and ends at the onset of ten (10) consecutive sections with no SES as more fully described in ANSI T1.231-1993. There is no minimum downtime required for a reported Service Outage to be eligible for the credit specified in this section. A Service Outage will be deemed to have commenced for the purposes of this Agreement when a Service Outage is reported to SBC and to have ended when the Service is deemed operative by SBC. This credit will apply to any reported Service Outage provided that the Service Outage was the result of a failure of a component of the SBC owned and operated facilities, or equipment, and was not due to any failures caused by Customer or any third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions or a Force Majeure condition as set forth in Section 4.9 of the Master Agreement. No other liability shall attach to SBC as a result of a Service Outage. In the event the entire SONET ring experiences a Service Outage more than three times in the same 30 day period, Customer may terminate the order for that ring upon not less than thirty (30) days written notice without incurring the termination charges as set forth in Section 5 above

The qualification of an outage can not begin until both parties agree that the ring has been turned-up and available for service. Any outage on a non-protected facility (i.e. commonality on ring, single entrance, etc.) will not apply to the chronic service count.

SCHEDULE D TO ATTACHMENT _____

Cisco SONET ONS 15454 Service Notes

SBC has tested the Cisco ONS 15454 platform and approved it for deployment in the SBC Network and for use on customer dedicated networks. During SBC's testing process certain service risk factors were uncovered. These factors have not prevented deployment of this platform, but are listed here to ensure full disclosure to Customer.

- A. The Cisco ONS 15454 equipment must be located in a controlled environment (*i.e.*, a computer/data room environment) and cannot be installed in cabinets at the Customer premise location.
- B. Only Gigabit Ethernet interfaces are supported by SBC on the ONS 15454 and Full rate Gigabit Ethernet should not be mapped to STS-25 through STS-48 of an OC48 interface.
- C. The Cisco ONS 15454 standby cross-connect card is not monitored for some "soft" (e.g., signal degrade) fault conditions. [Note: Hard fault conditions (e.g., loss of signal (LOS)) on the standby card are monitored]. It is possible that these "soft" fault conditions will not be detected until the standby card is activated/brought into service. A switch to a bad standby cross-connect card can interrupt traffic. In the extremely unlikely event of this undetectable "soft" fault condition occurring, the customer may experience signal degrade and subsequent hits to their traffic due to manual or repeated automatic switching between the primary and standby cross-connect card.