

**AMENDMENT NO. 7 TO
CENTREX SERVICE AGREEMENT**

This is an Amendment No 7 to the Centrex Services Agreement dated December 9, 1992 as here to amended ("the Centrex Agreement") between the Department of Administrative Services, 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, Service Attachment 7 was created in 2009 by the Parties to document the provision of Centrex Services for the Ohio School for the Deaf ("OSD"), the Ohio School for the Blind ("OSB") and the Ohio Department of Youth Services ("ODYS"); and

WHEREAS, Service Attachment 7 was made an attachment to the 2006 Master Agreement between the parties rather than as an amendment to the Centrex Agreement; and

WHEREAS, all Centrex Services provided to the State by AT&T are provisioned via the Centrex Services Agreement; and

WHEREAS, the Parties agree that all existing Centrex Service purchased by the OSD, OSB and ODYS shall be governed by the Terms and Conditions of the Centrex Agreement; and

WHEREAS, the Parties desire that the OSD, OSB and ODYS may continue receiving Centrex Services until June 30, 2013; and

WHEREAS, the Parties would like for the Centrex Services to be provisioned pursuant to the terms and conditions until June 30, 2013; and

WHEREAS, the Parties desire to provide compliance with Executive Order 2010-09S; and

WHEREAS, the above named Parties desire to execute this Amendment No. 7 to the Centrex Agreement;

NOW THEREFORE, in accordance with the Centrex Agreement and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

1. Centrex Service provisioned to the OSD, OSB and ODYS pursuant to Attachment 7 to 2006 Master Agreement shall now be provisioned pursuant to the Centrex Service Agreement and Service Attachment 7 shall be added as an amendment to the Centrex Services Agreement.
2. By this Amendment the parties hereby agree that Centrex Service as described herein shall continue to be provided for an additional two year term ending on June 30, 2013.
3. The Cost Recovery Fee of 2% was added to the Centrex Agreement pursuant to Amendment No. 6 and is applicable to existing or new Centrex services provisioned to OSD, OSB and ODYS. With respect to those Centrex services purchased by OSD, OSB

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and ODYS under the Centrex Agreement, any charges which include or embed the 2% Cost Recovery Fee in the prices for such services are attributable to the State imposed cost recovery fees. To the extent that OSD, OSB and ODYS are participants in the Federal Schools and Libraries ("E-rate") Program, the State and the OSD, OSB and ODYS are reminded that such contract administration fees may not be reimbursable under the E-Rate program. See, 47 CFR 54.502(a) and <http://www.universalservice.org/sl/applicants/step06/faq-about-eligibility-products-services.aspx>.

4. Article 38 "Compliance" is added to Centrex Services Agreement to contain the following Executive Order 2010-09S:
- A. The Service Provider affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment.
 - B. The Service Provider also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Service Provider or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
 - C. If Service Provider or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Service Provider or any of its subcontractors perform any such services, Service Provider shall immediately return to the State all funds paid for those services. The State may also recover from the Service Provider all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Service Provider performing services outside the United States.
 - D. The State may, at any time after the breach, terminate the Agreement and all of the Service Attachments, upon written notice to the Service Provider. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
 - E. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
 - F. The State, in its sole discretion, may provide written notice to Service Provider of a breach and permit the Service Provider to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Service Provider any costs associated with acquiring those substitute services.
 - G. Notwithstanding the foregoing Section A through F, the Parties agree that the Executive Order provisions above do not apply to:

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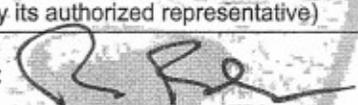
- (1) Services that are incidental to the total cost of the Contract; or
- (2) "Follow the Sun" services where support will be provided on a 24 hour basis.

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

- 5. All other terms and conditions of the Centrex Services Agreement not otherwise supplemented and/or amended herein shall remain unchanged and in full force and effect.

Customer has requested that AT&T sign this attachment first, and AT&T has agreed to do so. This attachment as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than sixty (60) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the attachment after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this attachment signed by both Parties, except for changes expressly authorized by the terms of this attachment.

IN WITNESS WHEREOF, the Parties have executed this Amendment #7 which shall be effective on the date signed by The Department of Administrative Services (DAS), on behalf of the State of Ohio and the changes described herein shall become effective July 1, 2011.

AT&T (by its authorized representative)	State of Ohio, Department of Administrative Services (DAS) (by its authorized representative)
By: 	By: 
Printed or Typed Name: GABRIELA RATULOWSKI Contract Management	Printed or Typed Name: Robert Blair
Title:	Title: Director of Administrative Services
Date: 3/21/2011	Date: 3.24.11

13-4924710

Federal Tax ID

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