

OHIO SYNCHRONOUS OPTICAL NETWORK (SONET) INFRASTRUCTURE CONTRACT EXTENSION AMENDMENT

This Amendment to the Synchronous Optical Network Infrastructure Agreement for the State of Ohio Multi-Agency Communications System (the "SOMACS Contract" or the "Contract") by and between SBC Global Services, Inc., currently doing business as AT&T Global Services, on behalf of itself and as agent and representative of the AT&T entities providing products and/or services under the Contract (collectively, "AT&T") and the Office of Information Technology ("OIT"), an office within the Department of Administrative Services, on behalf of the State of Ohio (the "State") amends and supplements the terms and conditions of the SOMACS Contract dated as of February 16, 1996 by and between SBC and the State. Unless otherwise defined in this Amendment, all defined terms used herein shall have the meanings assigned to such terms in the SOMACS Contract. AT&T and the State are sometimes referred to as the "Parties" or individually as a "Party". This Amendment shall be effective as of the date of the last signature hereto.

WHEREAS, the parties desire to amend the Agreement to extend the term of the SOMACS Contract and continue receiving all services pursuant to the terms of the SOMACS Contract and the INOC Addendum; and

WHEREAS, the Lottery Commission currently receives certain services including but not limited to analog drops, analog master circuits, and the SOMACS backbone; and

WHEREAS, the Lottery Commission has elected to replace the existing Lottery network with a satellite network which will be installed on or about June 30, 2009;

WHEREAS, AT&T and the State have not reached agreement regarding the transition of the more than 7000 drops currently on the lottery network, AT&T and the State may negotiate a new amendment to the SOMACS Agreement on or before March 31, 2009, to cover the transition of the lottery circuits;

NOW, THEREFORE, the parties intending to be legally bound, for and in consideration of their mutual promises herein, mutually agree that the Contract is hereby modified as follows:

1. The Contract and all of its amendments, except Amendment 40, the Lottery Amendment, are hereby extended until June 30, 2011 to coincide with the State's fiscal year and the E-Rate filing cycle for all E-Rate eligible entities authorized to purchase services pursuant to the terms and conditions of the SOMACS Contract and applicable E-Rate regulatory filings.

2. The State acknowledges and agrees that some of the underlying Services provided to the State pursuant to the Contract are provided by numerous local and inter-exchange companies throughout the state of Ohio. As such, AT&T's agreement to extend the Contract is contingent upon extension agreements executed with all such companies.

3. Term: The SOMACS Agreement shall be extended for a period of 24 months from July 1, 2009 through June 30, 2011 (the "Extension Period"). The Existing Base of service shall include all circuits, other than lottery circuits and shall remain in service for the Extension Period. In the event any circuit within the Existing Base is terminated prior to the expiration of the Extension Period, termination charges shall apply as described in section 4 below. The State may also add services during the Extension Period which shall be coterminous with the Existing Base. In the event such services are terminated prior to the expiration of the Extension

Period, termination charges shall apply. The State also has the option to order services on a month to month basis for the prices as described in section 5 herein.

4. Termination Charges: If the state or billed Customer of record terminates any circuit in the Existing Base during the Extension Period, the billed Customer of record shall be liable for: (i) a termination charge equal to 50% of the monthly recurring charge per month for the number of months remaining in the Extension Period for the terminated circuits except as provided herein.

5. Pricing: For new circuits ordered during the Extension Period, AT&T will waive the \$1400 installation fee for the SOMACS T1 and any associated installation fee for other SOMACS services provided the new circuit is in service for at least 12 months. The monthly recurring charge for a SOMACS T1 with a 24 month term or for a newly added coterminous circuit is \$400 per month. The monthly recurring charge for a SOMACS T1 on a month to month basis is \$450 per month.

6. Technology Migration / Upgrade Clause: Customers that elect to migrate to AT&T OPT-E-MAN and/or other AT&T Services with a monthly recurring charge equal to or greater than the current monthly recurring charge and a term equal to or greater than the remaining service term may upgrade without termination liability. However, if the upgraded or migrated services results in a lower monthly recurring charge, then the new termination liability calculation shall be as follows:

$(\text{Current Monthly recurring charge} - \text{new monthly recurring charge}) \times 50\% \times \text{remaining months in term}$

7. The State or the billed customer of record shall notify AT&T in writing of any billing disputes within 24 months of the date of the affected invoice or the customer waives the right to dispute the charges. AT&T may not seek to recover for incorrect charges from the State or the billed Customer of record more that 24 months of the date of the affected invoice. AT&T waives the right to dispute the charges. The foregoing does not apply to disputes that either party received effective notice of before the date of the Extension Period.

8. The Lottery Circuits: AT&T and the State agree that the lottery network and lottery circuits shall not be extended hereunder and that the Parties may negotiate an Amendment to the SOMACS Agreement on or before March 31, 2009, which addresses the transition of the lottery network. In the event , the Parties do not execute an Amendment regarding the transition of the lottery network, the price for any lottery circuits which remain in effect after July 1, 2009, shall be as follows: analog lottery drops and analog master circuits will be billed a monthly recurring charge of \$62.79 each and the Lottery SONET pricing shall remain unchanged.

9. Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, 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.

10. Conflicts of Interest. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any

entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

11. Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

12. Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

13.1 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, but not limited to 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 going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAEEO.htm>

13.2 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.

14. Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all applicable security and safety rules, regulations, and policies applicable to people on those premises.

15. Declaration Regarding Terrorism. Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. (A copy of which is attached hereto as Exhibit A.) If the

State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.

16. Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

17. Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

18. Except as set amended herein, the Contract is in full force and effect. If there is a conflict between this Amendment and the Contract, this Amendment shall control with respect to the subject matter hereof.

SBC Global Services, Inc. dba AT&T Global Services, as agent and representative of the AT&T entities providing services hereunder

State of Ohio,
Office of Information Technology

By:

Kathleen Bartlett

By: Hugh Quill

Hugh Quill

Title:

KATHLEEN BARTLETT
Contract Management

Title: Director, Department of Administrative Services

Date:

1-27-09

Date:

2/6/09

Federal Tax ID:

36-3264367