

## Amendment #32 to the Synchronous Optical Network Infrastructure

This amendment # 32 (hereinafter "Amendment") is made as of the date of the last signature hereto by and between SBC Global Services, Inc, formerly known as Ameritech Information Systems, Inc. ("SBC"), Qwest Communications Corporation, formerly known as LCI International Telecom Corporation ("Qwest"), and The Department of Administrative Services ("DAS") on behalf of the State of Ohio. This Amendment becomes a part of the Synchronous Optical Network Infrastructure Contract ("Contract") as if written therein. Any terms and conditions of the Contract not modified or changed by this Amendment shall remain in full force and effect. Each party agrees to abide by all the terms and conditions of the original Contract. In consideration of the mutual promises and obligations contained in the Contract and this Amendment, the parties agree to modify and amend the Contract as follows:

1. Purpose

It is the purpose of this Amendment to lower the Postalized rate of the DS-1 Service from \$450.00 to \$400.00, waive installation charges, provide a two percent (2%) cost recovery program for DS1 services and allow for "Cooperative Purchasing" in SBC Ameritech Ohio service area.

The parties hereby amend the Contract as follows:

- I. Appendix 3 is amended to add new rates and terms, as set forth below;
  - a. These rates and terms will be applied to new DS-1 Service ordered After October 1, 2002.
  - b. These rates and terms will be applied to the installed base of State Agency DS-1 Services, except K-12 schools, sixty (60) days from the date of the last signature hereto, upon receipt of a Confirmation of Service Order (Attachment #1) from Agency to SBC and a Telephone Service Request (TSR) for each DS-1 Service.
  - c. These rates and terms will be applied to K-12 Schools effective on the next E-Rate approval cycle (July 1, 2003) and upon receipt of a Confirmation of Service Order to SBC (Attachment #1) and a Telephone Service Request (TSR) for each DS-1 Service.

Service Category	Total DS-1 Monthly Rate	DAS Cost Recovery Fee	IXC (Qwest) Monthly Inter-LATA Fee	SBC Billing Coordination Fee	SBC INOC Fee
DS-1	\$400.00	2% of the Total DS-1 Monthly Rate, or \$8.00, whichever is the lower amount	\$33.00	\$0.50	\$33.00

- II. Appendix 3 of the Contract is further amended, as set forth above, to add a DAS Cost Recovery component of two percent (2%) of the Total DS-1 Monthly Rate, or \$8.00, whichever is the lower amount, per DS-1 per month with the following stipulations:
  - a. DAS Cost Recovery will be applied to new DS-1 circuits ordered after October 1, 2002.
  - b. DAS Cost Recovery will be applied to the installed base of DS-1 Services effective 60 days from the last signature hereto.
  - c. DAS Cost Recovery will be calculated by SBC each calendar month by counting all DS-1's that have been in service a full billing cycle and multiplying that number by the Cost Recovery Fee. DAS will audit this amount against its DS-1

inventory. If there is a large discrepancy between the records of SBC and DAS, both parties will meet and reconcile the difference.

- d. A monthly Cost Recovery check will be mailed from SBC to the mailing address listed below the following month:

State of Ohio, Department of Administrative Services  
Treasurer of the State of Ohio – Fund 133  
30 E. Broad Street  
Columbus, Ohio 43215

As used herein, "Cost Recovery" means the portion of the amount billed by SBC, as described above, from the End User, that will be returned to DAS.

Should DAS terminate the INOC Addendum, discontinue the Qwest IXC Inter-LATA service and/or perform its own billing coordination, the parties would jointly modify this Amendment to delete the fee(s) set forth below, SBC would cease collecting these fees and DAS would assume control of collecting those fees. Those fees are as follows:

Bill Coordination Charge of \$.50 per DS-1 per month  
INOC Charge of \$33.00 per DS-1 per month  
Qwest fee of \$33.00 per DS-1 per month

With the elimination of the INOC, DAS would not receive the 2% or \$8.00, whichever is lower, cost recovery fee in addition to the fees stated above.

- III. Appendix 3 of the Contract is further amended to waive installation charges of \$1429.00 for new DS-1 Service installations. If the Service is disconnected prior to the end of the twelfth billing period, then the waived installation charges will be payable in full at the time of termination. Additionally, installed base DS-1's converted to the new monthly rate will be assessed a \$1500.00 termination fee, if disconnected prior to twelfth billing period at the new rate.
- IV. This Amendment allows "Cooperative Purchasing" pursuant to Ohio Revised Code § 125.04 by County and City governments of Inter-LATA DS-1 Services with one end of the service located within an SBC Ameritech Ohio serving area. "Cooperative Purchasing" is allowed pursuant to the following conditions:
- a. SBC agrees to make the Services covered by this Amendment available, at the terms and conditions set forth in this Amendment, to Ohio counties (as defined in Ohio Constitution, Article X) and Ohio cities (as defined in Ohio Revised Code § 703.01), subject to the following conditions: Such services are provided only where SBC is an incumbent local exchange carrier in one of the two exchanges (as defined in 47 USC § 251[h]) and the services are inter-LATA services (as described in 47 USC § 271).
- b. All Cooperative Purchasing requests will be submitted to SBC via the State of Ohio Telephone Service Request (TSR) system interface.

This Amendment does not supercede any existing SBC and/or Qwest contract terms and conditions already executed by the local government entities participating in the Cooperative Purchasing Program, including but not limited to "early termination charges".

V. Appendix 3 of the Contract is further amended to redefine the "DS-1" fee distribution as follows:

Type of Service	SBC DS-1 Access	Bill Coordination Charge	INOC Charge	DAS Cost Recovery Fee	IXC (Qwest) Monthly Inter-LATA Fee	Total DS-1 Service Charge
DS-1	\$325.50	\$0.50	\$33.00	2% of the Total DS-1 Monthly Rate, or \$8.00, whichever is the lower amount	\$33.00	\$400.00

The schedule set forth above supercedes line one (1) of the schedule set forth on p. 4 of the April, 2001 INOC Addendum only with regard to DS-1 Service provided under the Contract.

IN WITNESS WHEREOF, the parties have executed this Amendment:

SBC Global Services Inc.	Qwest <del>Services</del> Communications <i>Q</i>	State of Ohio, Department of Administrative Services
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Name: <i>[Name]</i>	Name: Stephen Brinkmann	Name: <i>[Name]</i>
Title: <i>[Title]</i>	Title: Director, Offer Management	Title: <i>[Title]</i>
Date: 11-15-02	Date: 11-21-02	Date: 12/18/02

**Attachment #1  
Confirmation of Service Order  
Exchange Dedicated Communication Services-  
DS1 Services**

<b>Service Type:</b>	DS1
<b>Order Type:</b>	Conversion To New Rate
<b>Existing Circuit ID:</b>	
<b>Term Plan (months):</b>	12
<b>Monthly Charges:</b>	
<b>Circuit Quantity:</b>	

**Your signature acknowledges you understand that "Service must be left in for a total of twelve (12) months from the first billing at the new rate. If Service is terminated prior to the end of the twelfth month from the first billing at the new rate, the waived installation fee of \$1429 for new service or \$1500 termination fee for existing service will be incurred per circuit disconnected."**

<b>CUSTOMER</b>	<b>AMERITECH</b>
_____ Authorized Customer Signature	_____ Authorized Ameritech Signature
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date
_____ Company Name	_____ Ameritech Sales Representative Name Sales Code
_____ Billing Address	_____ Company
_____ City, State and Zip Code	_____ Street Address
_____ Customer Contact	_____ City, State and Zip Code
_____ Phone Number	_____ Phone Number
_____ Existing Billing Account Number (if applicable)	_____ Fax Number

**A copy of this service order must be sent to: DAS ITSD Contract Services Manager, 30 E. Broad St. - 7th Floor, Columbus, Ohio 43215.**