

**AMENDED and RESTATED SERVICE ATTACHMENT 4
TO THE
MASTER SERVICE AGREEMENT**

SERVICE ATTACHMENT 4

**AT&T Private Network Transport Service ("PNT") and
AT&T Managed Internet Service ("MIS")**

June 14, 2011

**AMENDED and RESTATED SERVICE ATTACHMENT 4
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MASTER SERVICE AGREEMENT**

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This Service Attachment (the "Service Attachment") to the Master Service Agreement effective May 20, 2010, ("MSA") is by and between The Department of Administrative Services, Office of Information Technology ("OIT") on behalf of the State of Ohio (the "State"), and AT&T Corp. ("Vendor" or "AT&T").

The State and Vendor are also referred to herein individually as a "Party" and collectively as the "Parties". Terms used but not defined herein have the meanings set forth in the MSA.

WHEREAS, Vendor desires to provide to the State and the Subscribing Entities certain Services described herein as the "PNT" and "MIS" services upon the terms and conditions set forth in the MSA and such additional terms and conditions as set forth herein; and

WHEREAS, the Parties also desire to amend and extend this Service Attachment to the MSA;

WHEREAS, the Parties also understand and agree to amend this Service Attachment to state that the AT&T Private Network Transport Service (PNT) is available to Subscribing Entity(s), meaning State Agencies, Boards, Commissions and Cooperative Purchasing Members.; and

WHEREAS, the Parties also understand and agree to amend this Service Attachment to state that the AT&T Managed Internet Service is only available to qualified State of Ohio Cooperative Purchasing Members; and

WHEREAS, the Parties also desire to extend the Service Attachment for an additional twenty-four (24) months for the next biennium which starts July 1, 2011 and ends June 30, 2013; and

WHEREAS, the Parties also desire to incorporate compliance with State Executive Order 2010-09S as modified and agreed upon by the Parties;

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

Notwithstanding the "Term" section of the Agreement the parties hereby agree to extend this Service Attachment for an additional twenty-four (24) month extension period (commencing on July 1, 2011) under the same terms and conditions except as modified below. This Service Attachment is hereby extended through June 30, 2013 to coincide with the State's fiscal year.

1. Overview.

1.1 **Service Overview.** This Service Attachment provides the Subscribing Entity(s) with the ability to purchase the AT&T Private Network Transport Service ("PNT") and / or AT&T Managed Internet Service ("MIS") services that are offered by Vendor. PNT provides a virtual private network connection to a Subscribing Entity site and MIS provides managed connectivity to the Internet through access facilities. All Service descriptions and feature information can be found in the AT&T Service Guide located at the following URL

http://new.serviceguide.att.com/portals/sgportal.portal?nfpb=true&pageLabel=mis_page

1.2 **Agreement; Interpretation.**

- (a) The Services described herein are provided in accordance with and are subject to, the terms and conditions of the MSA as if such terms were set forth herein in their entirety, the terms and conditions set forth herein and the applicable Service Guide, as referenced in Section 1.1.
- (b) The order of precedence among the documents that constitute the agreement between the parties is specified in the Section 1.15 of the MSA.

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2. MPLS Private Network Transport (PNT) Description of Services.

The following MPLS Private Network Transport (PNT) Service is available for purchase by any Subscribing Entity(s), meaning State Agencies, Boards, Commissions and Cooperative Purchasing Members.

2.1 MPLS Private Network Transport (PNT)

With the MPLS PNT feature, AT&T segregates Customer data traffic transmitted over the AT&T IP Network using MPLS to create a network-based IP Virtual Private Network (VPN). AT&T segregates Customer's PNT traffic from other traffic on the network with separate routing tables in AT&T network/provider edge (PE) routers. Unique VPN ID labels are added to Customer's data packets as they enter the AT&T IP Network and are removed as the data packets reach their destination so that the Customer's router may read the data. PNT does not permit access to the Internet, so Customers must order separate MIS ports if they also want Internet access and DNS Administration at an MIS with PNT Site. The MPLS PNT feature is available for use at Sites with Local Channel access (DS-1, MLPPP 3 Mbps through 12 Mbps) and Ethernet access from 2 Mbps to 1 Gbp. MPLS PNT Ports using Ethernet access may be configured as a single VLAN or up to ten (10) VLANS. MPLS PNT is not available with the Dual Stack IP Version Option.

2.2 MPLS PNT Service Types - IP Transport

Included with MPLS PNT IP Transport, MPLS label stacking starts at the AT&T's MPLS-enabled Provider Edge (PE) routers, and MPLS and other enabling technologies are used within the AT&T IP Network to join Customer's MPLS PNT Sites into a VPN. Customer traffic sent between the Customer edge (CE) router at the Customer Site and the AT&T PE router over the local access circuit is not segregated using MPLS labels, but AT&T supports static routing or BGP 4 between the CE router and the AT&T PE router.

2.3 PNT Access Arrangements

- (a) To use PNT, Subscribing Entity must obtain access between each Subscribing Entity Site and a Vendor POP, using, the Local Access T1 Combination Option or other approved access Service Attachment(s) (i.e. OPT-E-MAN).
- (b) Local Access T1 Combination Option

Under the Local Access Combination Option, Vendor provides the Local Channel access and the PNT Port as bundled Service Components, which are ordered, provisioned and billed together. The Local Channel access may not be used with any network service other than PNT under the Local Access Combination Option.

- (i) If the Subscribing Entity's PNT Service includes access connections provided by Vendor, the rates for access connections do not include Special Construction or Additional Access Charges (including, but not limited to, build out costs, or costs incurred by Vendor in connection with installation of local channel access). After placing an order, the Subscribing Entity acknowledges and agrees that it may be notified that Special Construction and/or Additional Access Charges apply because, for example, the access service provider must install special equipment or incur unusual expenses to establish service. Facilities construction relating to Special Construction and/or Additional Access Charges will not begin until the Subscribing Entity has agreed in writing to pay the Special Construction and/or Additional Access Charges.

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- (ii) If the Subscribing Entity authorizes the special construction and then cancels an order before completion of the special construction, a cancellation charge will apply. The cancellation charge will include all non-recoverable costs incurred by Vendor for the Special Construction and/or Additional Access Charges.

- (iii) If, after placing an order for an access service and agreeing to pay Special Construction and/or Additional Access Charges, the Subscribing Entity terminates or cancels the Subscribing Entity shall remain obligated to pay the Special Construction and/or Additional Access Charges identified prior to termination or cancellation.

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3. Pricing table for PNT

3.1 The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Private Network Transport Ports, Class of Service (COS) and PNT Managed Router Installation for either 36 or 60 Month Term. Additional access charges will apply as reflected below for T1 or other AT&T Service Attachments (i.e. Opt-E-MAN).

Private Network Transport (PNT) Port, COS and PNT Managed Router Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		PNT Port (Subscribing Entity owned Router) Effective Rate	PNT Port with Vendor Managed Router Effective Rate	Incremental Usage Fee** Per Mbps Effective Rate	CoS for PNT	PNT Managed Router Teleinstal	PNT Managed Router On-site Install
T1* (Mbps)	1.5	\$90.50	\$101.00		waived	waived	\$999.00
	3	\$147.50	\$191.75		waived	waived	\$999.00
	4.5	\$185.00	\$229.25		waived	waived	\$999.00
	6	\$207.50	\$251.75		waived	waived	\$999.00
	7.5	\$242.00	\$374.00		waived	waived	\$999.00
	9	\$277.25	\$409.25		waived	waived	\$999.00
	10.5	\$307.25	\$439.25		waived	waived	\$999.00
NxT1* with MLPPP (Mbps)	12	\$348.50	\$480.50		waived	waived	\$999.00
	0.5	\$78.50	\$89.00	\$141.00	waived	waived	\$1,500.00
High Cap Flex-Combined with Ethernet (Ea PNT)	1	\$83.75	\$94.25	\$76.50	waived	waived	\$1,500.00
	1.5	\$90.50	\$101.00	\$57.00	waived	waived	\$1,500.00
	2	\$188.50	\$232.75	\$53.25	waived	waived	\$1,500.00
	3	\$227.50	\$271.75	\$51.00	waived	waived	\$1,500.00
	4	\$261.25	\$305.50	\$48.75	waived	waived	\$1,500.00
	5	\$268.75	\$313.00	\$40.50	waived	waived	\$1,500.00
	6	\$287.50	\$331.75	\$37.50	waived	waived	\$1,500.00
	7	\$312.25	\$444.25	\$36.75	waived	waived	\$1,500.00
	8	\$334.75	\$466.75	\$35.25	waived	waived	\$1,500.00
	9	\$357.25	\$489.25	\$34.50	waived	waived	\$1,500.00
	10	\$376.00	\$508.00	\$33.75	waived	waived	\$1,500.00
	15	\$469.75	\$601.75	\$30.00	waived	waived	\$1,500.00
	20	\$663.50	\$795.50	\$28.50	waived	waived	\$1,500.00
	25	\$758.75	\$890.75	\$27.00	waived	waived	\$1,500.00
	30	\$852.50	\$984.50	\$26.25	waived	waived	\$1,500.00
	35	\$948.50	\$1,080.50	\$26.25	waived	waived	\$1,500.00
	40	\$1,042.25	\$1,174.25	\$25.50	waived	waived	\$1,500.00
45	\$1,137.50	\$1,269.50	\$25.50	waived	waived	\$1,500.00	
50	\$1,515.50	\$1,672.25	\$24.75	waived	waived	\$1,500.00	
60	\$1,673.75	\$1,850.75	\$24.00	waived	waived	\$1,500.00	
70	\$1,831.25	\$2,008.25	\$23.25	waived	waived	\$1,500.00	
75	\$1,911.50	\$2,089.25	\$23.25	waived	waived	\$1,500.00	

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Private Network Transport (PNT) Port, CoS and PNT Managed Router Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		PNT Port (Subscribing Entity owned Router) Effective Rate	PNT Port with Vendor Managed Router Effective Rate	Incremental Usage Fee** Per Mbps Effective Rate	CoS for PNT	PNT Managed Router Teleinstall	PNT Managed Router On-site Install
High Cap Flex-Combined with Ethernet (EaPNT)	80	\$1,988.75	\$2,165.75	\$22.50	waived	waived	\$1,500.00
	90	\$2,146.25	\$2,323.25	\$22.50	waived	waived	\$1,500.00
	100	ICB	ICB	ICB	ICB	ICB	ICB
	120	ICB	ICB	ICB	ICB	ICB	ICB
	144	ICB	ICB	ICB	ICB	ICB	ICB
	150	ICB	ICB	ICB	ICB	ICB	ICB
	155	ICB	ICB	ICB	ICB	ICB	ICB
	200	ICB	ICB	ICB	ICB	ICB	ICB
	250	ICB	ICB	ICB	ICB	ICB	ICB
	300	ICB	ICB	ICB	ICB	ICB	ICB
	350	ICB	ICB	ICB	ICB	ICB	ICB
	400	ICB	ICB	ICB	ICB	ICB	ICB
	450	ICB	ICB	ICB	ICB	ICB	ICB
	500	ICB	ICB	ICB	ICB	ICB	ICB
	550	ICB	ICB	ICB	ICB	ICB	ICB
	600	ICB	ICB	ICB	ICB	ICB	ICB
	622	ICB	ICB	ICB	ICB	ICB	ICB
	700	ICB	ICB	ICB	ICB	ICB	ICB
800	ICB	ICB	ICB	ICB	ICB	ICB	
900	ICB	ICB	ICB	ICB	ICB	ICB	
1000	ICB	ICB	ICB	ICB	ICB	ICB	

*The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Local Access Channel – Local Access Combination for AT&T Private Network Transport Access, for 24, 36, or 60 month Terms

Circuit Type	Speed	0-50mi		50+ mi	
		MRC	NRC	MRC	NRC
T1	1.5 Mbps	\$265.00	waived	\$375.00	waived

**How the Incremental Usage Fee is applied

If the Sustained Utilization < Minimum Bandwidth Commitment: Customer pays the Commitment Price
 If the Sustained Utilization > Minimum Bandwidth Commitment: Customer pays the Commitment Price + Incremental Usage fee.

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Incremental usage is equal to the Sustained Usage for the month minus the Minimum Bandwidth Commitment Level. Usage Fee is applied for each Meg of Incremental Usage to give the Incremental Usage Fee for that month.

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4. The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Private Network Transport (PNT) Ports, COS and PNT Managed Router Installation for a 24 Month Term. Additional access charges will apply.

Private Network Transport (PNT) Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		PNT Port (Subscribing Entity owned Router) Effective Rate	PNT Port with Vendor Managed Router Effective Rate	Incremental Usage Fee** Per Mbps Effective Rate	CoS for PNT	PNT Managed Router Teleinstall	PNT Managed Router On-site Install
T1 (Mbps)*	1.5	\$277.40	\$306.80		waived	waived	\$999.00
	3	\$437.00	\$560.90		waived	waived	\$999.00
	4.5	\$542.00	\$665.90		waived	waived	\$999.00
	6	\$605.00	\$728.90		waived	waived	\$999.00
	7.5	\$701.60	\$1,071.20		waived	waived	\$999.00
	9	\$800.30	\$1,169.90		waived	waived	\$999.00
	10.5	\$884.30	\$1,253.90		waived	waived	\$999.00
NxT1* with MLPPP (Mbps)	12	\$999.80	\$1,369.40		waived	waived	\$999.00
	0.5	\$314.00	\$356.00	\$564.00	waived	waived	\$1,500.00
High Cap Flex-Combined with Ethernet (EaPNT)	1	\$335.00	\$377.00	\$306.00	waived	waived	\$1,500.00
	1.5	\$362.00	\$404.00	\$228.00	waived	waived	\$1,500.00
	2	\$754.00	\$931.00	\$213.00	waived	waived	\$1,500.00
	3	\$910.00	\$1,087.00	\$204.00	waived	waived	\$1,500.00
	4	\$1,045.00	\$1,222.00	\$195.00	waived	waived	\$1,500.00
	5	\$1,075.00	\$1,252.00	\$162.00	waived	waived	\$1,500.00
	6	\$1,150.00	\$1,327.00	\$150.00	waived	waived	\$1,500.00
	7	\$1,249.00	\$1,777.00	\$147.00	waived	waived	\$1,500.00
	8	\$1,339.00	\$1,867.00	\$141.00	waived	waived	\$1,500.00
	9	\$1,429.00	\$1,957.00	\$138.00	waived	waived	\$1,500.00
	10	\$1,504.00	\$2,032.00	\$135.00	waived	waived	\$1,500.00
	15	\$1,879.00	\$2,407.00	\$120.00	waived	waived	\$1,500.00
	20	\$2,654.00	\$3,182.00	\$114.00	waived	waived	\$1,500.00
	25	\$3,035.00	\$3,563.00	\$108.00	waived	waived	\$1,500.00
	30	\$3,410.00	\$3,938.00	\$105.00	waived	waived	\$1,500.00
	35	\$3,794.00	\$4,322.00	\$105.00	waived	waived	\$1,500.00
	40	\$4,169.00	\$4,697.00	\$102.00	waived	waived	\$1,500.00
	45	\$4,550.00	\$5,078.00	\$102.00	waived	waived	\$1,500.00
50	\$6,062.00	\$6,689.00	\$99.00	waived	waived	\$1,500.00	
60	\$6,695.00	\$7,403.00	\$96.00	waived	waived	\$1,500.00	
70	\$7,325.00	\$8,033.00	\$93.00	waived	waived	\$1,500.00	
75	\$7,646.00	\$8,357.00	\$93.00	waived	waived	\$1,500.00	
80	\$7,955.00	\$8,663.00	\$90.00	waived	waived	\$1,500.00	
90	\$8,585.00	\$9,293.00	\$90.00	waived	waived	\$1,500.00	

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Managed Internet Service Port Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		PNT Port (Subscribing Entity owned Router) Effective Rate	PNT Port with Vendor Managed Router Effective Rate	Incremental Usage Fee** Per Mbps Effective Rate	CoS for PNT	PNT Managed Router Teleinstall	PNT Managed Router On-site Install
High Cap Flex-Combined with Ethernet (EaPNT)	100	ICB	ICB	ICB	ICB	ICB	ICB
	120	ICB	ICB	ICB	ICB	ICB	ICB
	144	ICB	ICB	ICB	ICB	ICB	ICB
	150	ICB	ICB	ICB	ICB	ICB	ICB
	155	ICB	ICB	ICB	ICB	ICB	ICB
	200	ICB	ICB	ICB	ICB	ICB	ICB
	250	ICB	ICB	ICB	ICB	ICB	ICB
	300	ICB	ICB	ICB	ICB	ICB	ICB
	350	ICB	ICB	ICB	ICB	ICB	ICB
	400	ICB	ICB	ICB	ICB	ICB	ICB
	450	ICB	ICB	ICB	ICB	ICB	ICB
	500	ICB	ICB	ICB	ICB	ICB	ICB
	550	ICB	ICB	ICB	ICB	ICB	ICB
	600	ICB	ICB	ICB	ICB	ICB	ICB
	622	ICB	ICB	ICB	ICB	ICB	ICB
	700	ICB	ICB	ICB	ICB	ICB	ICB
	800	ICB	ICB	ICB	ICB	ICB	ICB
900	ICB	ICB	ICB	ICB	ICB	ICB	
1000	ICB	ICB	ICB	N/A	ICB	ICB	

*The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Local Access Channel – Local Access Combination for AT&T Private Network Transport Access, for 24, 36, or 60 month Terms

Circuit Type	Speed	0-50mi		50+ mi	
		MRC	NRC		NRC
T1	1.5 Mbps	\$265.00	waived	\$375.00	waived

**How the Incremental Usage Fee is applied

If the Sustained Utilization < Minimum Bandwidth Commitment: Customer pays the Commitment Price
 If the Sustained Utilization > Minimum Bandwidth Commitment: Customer pays the Commitment Price + Incremental Usage fee
 Incremental usage is equal to the Sustained Usage for the month minus the Minimum Bandwidth Commitment Level Usage Fee is applied for each Meg of Incremental Usage to give the Incremental Usage Fee for that month.

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Monthly Sustained Usage:

AT&T measures monthly sustained usage for billing purposes as follows:

AT&T polls the PNT Port every five minutes and collects two data points, octets (units of data), in and out.

The data points are tracked over the course of the monthly billing cycle.

AT&T disregards the top 5% of the data points over a month, and bills Customer each month at the 95% level of usage.

5. Other Fee Structure, for AT&T Private Network Transport

5.1 Taxes If a Subscribing Entity is not exempt from the payment of any taxes, the Subscribing Entity will be responsible for paying such Taxes applicable to the Service. Each Subscribing Entity purchasing hereunder shall provide a valid tax exemption certificate or other evidence of exemption at the time it orders the Service hereunder.

5.2 Additional Charges as required under Section 9.1 of the MSA:

(a) Federal Access Recovery Fee (FARF) – 9.7*

The Federal Access Recovery Fee (FARF) is an AT&T charge designed to recover, in part, AT&T's costs of purchasing local access service from Local Exchange Carriers (LECs), which include regulatory fees that LECs assess on AT&T. The FARF will be based on the price of the local access service component when integrated into the following enhanced services: Managed Internet Service (MIS), and/or Private Network Transport (PNT). The FARF percentage is subject to change, if such change/increase is applied equally to all similarly situated AT&T Customers.

5.3 Disconnection Charges

(a) Disconnection Charges. Subscribing Entity will pay applicable Disconnection charges as follows: (i) if disconnection occurs before the end of the Minimum Payment Period, Subscribing Entity will pay 50% of the monthly recurring charges for the disconnected Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in this Service Attachment, plus any charges incurred by Vendor from a third party (e.g., not an Vendor Affiliate) due to the disconnection.

(b) Minimum Payment Period*

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Service Term selected by Subscribing Entity at the time of Service Order, but not less than 12 months per component

*Minimum Payment Period will not apply if the State chooses not to renew the Master Service Agreement and this Attachment under the terms set forth in Section 6 of the Master Service Agreement

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6. Description of Services - Managed Internet Service (MIS)

AT&T Managed Internet Service is only available to qualified State of Ohio Cooperative Purchasing Members;

- 6.1 MIS with Subscribing Entity Provided Router. Under "MIS with Subscribing Entity-Provided Router" option, the Subscribing Entity must (a) provide all customer premise equipment ("CPE") necessary to access MIS, (b) configure, install, manage, monitor, and maintain all such equipment, and (c) manage certain elements of its Internet access. Subscribing Entity-provided equipment must conform to the specifications outlined in the Vendor MIS "Subscribing Entity-Provided Router CPE Specifications and Policy" (available from Vendor upon request).
- 6.2 MIS with Vendor Managed Router. Under "MIS with Vendor Managed Router and MIS with Managed Router Option 2", Vendor provides, configures, monitors, manages and maintains the CPE necessary to use MIS, which generally consists of a router and a diagnostic modem. Alternate CPE options may be available based on the Subscribing Entity's service requirements.

Return of Vendor CPE:

When Subscribing Entity's Service Term with Vendor for the provision of the Service expires or it is terminated pursuant to its terms or when Vendor determines Vendor CPE is no longer needed for the provision of Service, Subscribing Entity will, within 30 calendar days, return the Vendor CPE to Vendor at Subscribing Entity's expense. Vendor CPE must be in the same condition as originally installed, except for ordinary wear and tear. Subscribing Entity will be liable for repair charges or then-current market value of any Vendor CPE that is damaged, lost, or not returned to Vendor by Subscribing Entity.

6.3 MIS Access Arrangements

- (a) To use MIS, Subscribing Entity must obtain access between each Subscribing Entity Site and a Vendor POP, using, the Local Access T1 Combination Option or other approved access Service Attachment(s) (i.e. OPT-E-MAN).
- (b) Local Access T1 Combination Option

Under the Local Access Combination Option, Vendor provides the Local Channel access and the MIS Port as bundled Service Components, which are ordered, provisioned and billed together. The Local Channel access may not be used with any network service other than MIS under the Local Access Combination Option.

- (i) If the Subscribing Entity's MIS Service includes access connections provided by Vendor, the rates for access connections do not include Special Construction or Additional Access Charges (including, but not limited to, build out costs, or costs incurred by Vendor in connection with installation of local channel access). After placing an order, the Subscribing Entity acknowledges and agrees that it may be notified that Special Construction and/or Additional Access Charges apply because, for example, the access service provider must install special equipment or incur unusual expenses to establish service. Facilities construction relating to Special Construction and/or Additional Access Charges will not begin until the Subscribing Entity has agreed in writing to pay the Special Construction and/or Additional Access Charges.

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- (ii) If the Subscribing Entity authorizes the special construction and then cancels an order before completion of the special construction, a cancellation charge will apply. The cancellation charge will include all non-recoverable costs incurred by Vendor for the Special Construction and/or Additional Access Charges.

- (i) If, after placing an order for an access service and agreeing to pay Special Construction and/or Additional Access Charges, the Subscribing Entity terminates or cancels the Subscribing Entity shall remain obligated to pay the Special Construction and/or Additional Access Charges identified prior to termination or cancellation.

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7. Pricing table for Managed Internet Service

7.1 The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Managed Internet Service (MIS) Ports, COS and Managed Router Installation for either 36 or 60 Month Term. Additional access charges will apply.

Managed Internet Service Port, PNT, COS and Managed Router Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		MIS Port (Subscribing Entity owned Router) Effective Rate	MIS Port with Vendor Managed Router Effective Rate	Incremental Usage Fee Per Mbps Effective Rate	CoS for MIS	MIS Managed Router Teleinstall	MIS Managed Router On-site Install
T1 (Mbps)	1.5	\$70.50	\$81.00		waived	waived	\$999.00
NxT1 with MLPPP (Mbps)	3	\$127.50	\$171.75		waived	waived	\$999.00
	4.5	\$165.00	\$209.25		waived	waived	\$999.00
	6	\$187.50	\$231.75		waived	waived	\$999.00
	7.5	\$222.00	\$354.00		waived	waived	\$999.00
	9	\$257.25	\$389.25		waived	waived	\$999.00
	10.5	\$287.25	\$419.25		waived	waived	\$999.00
	12	\$328.50	\$460.50		waived	waived	\$999.00
High Cap Flex-Combined with Ethernet (EaMIS)*	0.5	\$58.50	\$69.00	\$141.00	waived	waived	\$1,500.00
	1	\$63.75	\$74.25	\$76.50	waived	waived	\$1,500.00
	1.5	\$70.50	\$81.00	\$57.00	waived	waived	\$1,500.00
	2	\$88.50	\$132.75	\$53.25	waived	waived	\$1,500.00
	3	\$127.50	\$171.75	\$51.00	waived	waived	\$1,500.00
	4	\$161.25	\$205.50	\$48.75	waived	waived	\$1,500.00
	5	\$168.75	\$213.00	\$40.50	waived	waived	\$1,500.00
	6	\$187.50	\$231.75	\$37.50	waived	waived	\$1,500.00
	7	\$212.25	\$344.25	\$36.75	waived	waived	\$1,500.00
	8	\$234.75	\$366.75	\$35.25	waived	waived	\$1,500.00
	9	\$257.25	\$389.25	\$34.50	waived	waived	\$1,500.00
	10	\$276.00	\$408.00	\$33.75	waived	waived	\$1,500.00
	15	\$369.75	\$501.75	\$30.00	waived	waived	\$1,500.00
	20	\$463.50	\$595.50	\$28.50	waived	waived	\$1,500.00
	25	\$558.75	\$690.75	\$27.00	waived	waived	\$1,500.00
	30	\$652.50	\$784.50	\$26.25	waived	waived	\$1,500.00
	35	\$748.50	\$880.50	\$26.25	waived	waived	\$1,500.00
40	\$842.25	\$974.25	\$25.50	waived	waived	\$1,500.00	
45	\$937.50	\$1,069.50	\$25.50	waived	waived	\$1,500.00	
50	\$1,015.50	\$1,172.25	\$24.75	waived	waived	\$1,500.00	
60	\$1,173.75	\$1,350.75	\$24.00	waived	waived	\$1,500.00	
70	\$1,331.25	\$1,508.25	\$23.25	waived	waived	\$1,500.00	
75	\$1,411.50	\$1,589.25	\$23.25	waived	waived	\$1,500.00	

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Managed Internet Service Port, COS and Managed Router Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		MIS Port (Subscribing Entity owned Router) Effective Rate	MIS Port with Vendor Managed Router Effective Rate	Incremental Usage Fee Per Mbps Effective Rate	CoS for MIS	MIS Managed Router Teleinstall	MIS Managed Router On-site Install
High Cap Flex-Combined with Ethernet (EaMIS)*	80	\$1,488.75	\$1,665.75	\$22.50	waived	waived	\$1,500.00
	90	\$1,646.25	\$1,823.25	\$22.50	waived	waived	\$1,500.00
	100	ICB	ICB	ICB	ICB	ICB	ICB
	120	ICB	ICB	ICB	ICB	ICB	ICB
	144	ICB	ICB	ICB	ICB	ICB	ICB
	150	ICB	ICB	ICB	ICB	ICB	ICB
	155	ICB	ICB	ICB	ICB	ICB	ICB
	200	ICB	ICB	ICB	ICB	ICB	ICB
	250	ICB	ICB	ICB	ICB	ICB	ICB
	300	ICB	ICB	ICB	ICB	ICB	ICB
	350	ICB	ICB	ICB	ICB	ICB	ICB
	400	ICB	ICB	ICB	ICB	ICB	ICB
	450	ICB	ICB	ICB	ICB	ICB	ICB
	500	ICB	ICB	ICB	ICB	ICB	ICB
	550	ICB	ICB	ICB	ICB	ICB	ICB
	600	ICB	ICB	ICB	ICB	ICB	ICB
	622	ICB	ICB	ICB	ICB	ICB	ICB
	700	ICB	ICB	ICB	ICB	ICB	ICB
	800	ICB	ICB	ICB	ICB	ICB	ICB
900	ICB	ICB	ICB	ICB	ICB	ICB	
1000	ICB	ICB	ICB	ICB	ICB	ICB	

*The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Local Access Channel – Local Access Combination for AT&T Private Network Transport Access, for 24, 36, or 60 month Terms

Circuit Type	Speed	0-50mi		50+ mi	
		MRC	NRC	MRC	NRC
T1	1.5 Mbps	\$265.00	waived	\$375.00	waived

**How the Incremental Usage Fee is applied

If the Sustained Utilization < Minimum Bandwidth Commitment: Customer pays the Commitment Price
 If the Sustained Utilization > Minimum Bandwidth Commitment: Customer pays the Commitment Price + Incremental Usage fee

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Incremental usage is equal to the Sustained Usage for the month minus the Minimum Bandwidth Commitment Level Usage Fee is applied for each Meg of Incremental Usage to give the Incremental Usage Fee for that month.

Monthly Sustained Usage:

AT&T measures monthly sustained usage for billing purposes as follows:

AT&T polls the PNT Port every five minutes and collects two data points, octets (units of data), in and out.

The data points are tracked over the course of the monthly billing cycle.

AT&T disregards the top 5% of the data points over a month, and bills Customer each month at the 95% level of usage.

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7.2 The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Managed Internet Service (MIS) Ports, COS and Managed Router Installation for a 24 Month Term. Additional access charges will apply.

Managed Internet Service Port Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		MIS Port (Subscribing Entity owned Router) Effective Rate	MIS Port with Vendor Managed Router Effective Rate	Incremental Usage Fee Per Mbps Effective Rate	CoS for MIS	MIS Managed Router Teleinstall	MIS Managed Router On-site Install
T1 (Mbps)	1.5	\$197.40	\$226.80		waived	waived	\$999.00
	3	\$357.00	\$480.90		waived	waived	\$999.00
	4.5	\$462.00	\$585.90		waived	waived	\$999.00
	6	\$525.00	\$648.90		waived	waived	\$999.00
	7.5	\$621.60	\$991.20		waived	waived	\$999.00
	9	\$720.30	\$1,089.90		waived	waived	\$999.00
	10.5	\$804.30	\$1,173.90		waived	waived	\$999.00
NxT1* with MLPPP (Mbps)	12	\$919.80	\$1,289.40		waived	waived	\$999.00
	0.5	\$234.00	\$276.00	\$564.00	waived	waived	\$1,500.00
High Cap Flex-Combined with Ethernet (EaMIS)*	1	\$255.00	\$297.00	\$306.00	waived	waived	\$1,500.00
	1.5	\$282.00	\$324.00	\$228.00	waived	waived	\$1,500.00
	2	\$354.00	\$531.00	\$213.00	waived	waived	\$1,500.00
	3	\$510.00	\$687.00	\$204.00	waived	waived	\$1,500.00
	4	\$645.00	\$822.00	\$195.00	waived	waived	\$1,500.00
	5	\$675.00	\$852.00	\$162.00	waived	waived	\$1,500.00
	6	\$750.00	\$927.00	\$150.00	waived	waived	\$1,500.00
	7	\$849.00	\$1,377.00	\$147.00	waived	waived	\$1,500.00
	8	\$939.00	\$1,467.00	\$141.00	waived	waived	\$1,500.00
	9	\$1,029.00	\$1,557.00	\$138.00	waived	waived	\$1,500.00
	10	\$1,104.00	\$1,632.00	\$135.00	waived	waived	\$1,500.00
	15	\$1,479.00	\$2,007.00	\$120.00	waived	waived	\$1,500.00
	20	\$1,854.00	\$2,382.00	\$114.00	waived	waived	\$1,500.00
	25	\$2,235.00	\$2,763.00	\$108.00	waived	waived	\$1,500.00
	30	\$2,610.00	\$3,138.00	\$105.00	waived	waived	\$1,500.00
	35	\$2,994.00	\$3,522.00	\$105.00	waived	waived	\$1,500.00
	40	\$3,369.00	\$3,897.00	\$102.00	waived	waived	\$1,500.00
	45	\$3,750.00	\$4,278.00	\$102.00	waived	waived	\$1,500.00
	50	\$4,062.00	\$4,689.00	\$99.00	waived	waived	\$1,500.00
	60	\$4,695.00	\$5,403.00	\$96.00	waived	waived	\$1,500.00
70	\$5,325.00	\$6,033.00	\$93.00	waived	waived	\$1,500.00	
75	\$5,646.00	\$6,357.00	\$93.00	waived	waived	\$1,500.00	
80	\$5,955.00	\$6,663.00	\$90.00	waived	waived	\$1,500.00	
90	\$6,585.00	\$7,293.00	\$90.00	waived	waived	\$1,500.00	

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Managed Internet Service Port Pricing							
Port Delivery Method	Port Speed (Mbps)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	MRC \$ (USD)	NRC	NRC \$ (USD)
		MIS Port (Subscribing Entity owned Router) Effective Rate	MIS Port with Vendor Managed Router Effective Rate	Incremental Usage Fee Per Mbps Effective Rate	CoS for MIS	MIS Managed Router Teleinstall	MIS Managed Router On-site Install
High Cap Flex-Combined with Ethernet (EaMIS)*	100	ICB	ICB	ICB	ICB	ICB	ICB
	120	ICB	ICB	ICB	ICB	ICB	ICB
	144	ICB	ICB	ICB	ICB	ICB	ICB
	150	ICB	ICB	ICB	ICB	ICB	ICB
	155	ICB	ICB	ICB	ICB	ICB	ICB
	200	ICB	ICB	ICB	ICB	ICB	ICB
	250	ICB	ICB	ICB	ICB	ICB	ICB
	300	ICB	ICB	ICB	ICB	ICB	ICB
	350	ICB	ICB	ICB	ICB	ICB	ICB
	400	ICB	ICB	ICB	ICB	ICB	ICB
	450	ICB	ICB	ICB	ICB	ICB	ICB
	500	ICB	ICB	ICB	ICB	ICB	ICB
	550	ICB	ICB	ICB	ICB	ICB	ICB
	600	ICB	ICB	ICB	ICB	ICB	ICB
	622	ICB	ICB	ICB	ICB	ICB	ICB
	700	ICB	ICB	ICB	ICB	ICB	ICB
	800	ICB	ICB	ICB	ICB	ICB	ICB
900	ICB	ICB	ICB	ICB	ICB	ICB	
1000	ICB	ICB	N/A	ICB	ICB	ICB	

*The following table sets forth pricing, available to The State and Subscribing Entities, applicable to Local Access Channel – Local Access Combination for AT&T Private Network Transport Access, for 24, 36, or 60 month Terms

Circuit Type	Speed	0-50mi		50+ mi	
		MRC	NRC		NRC
T1	1.5 Mbps	\$265.00	waived	\$375.00	waived

**How the Incremental Usage Fee is applied

If the Sustained Utilization < Minimum Bandwidth Commitment: Customer pays the Commitment Price
 If the Sustained Utilization > Minimum Bandwidth Commitment: Customer pays the Commitment Price + Incremental Usage fee
 Incremental usage is equal to the Sustained Usage for the month minus the Minimum Bandwidth Commitment Level Usage Fee is applied for each Meg of Incremental Usage to give the Incremental Usage Fee for that month.

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Monthly Sustained Usage:

AT&T measures monthly sustained usage for billing purposes as follows:

AT&T polls the PNT Port every five minutes and collects two data points, octets (units of data), in and out.

The data points are tracked over the course of the monthly billing cycle.

AT&T disregards the top 5% of the data points over a month, and bills Customer each month at the 95% level of usage.

8. Other Fee Structure for Managed Internet Service

8.1 Taxes If a Subscribing Entity is not exempt from the payment of any taxes, the Subscribing Entity will be responsible for paying such Taxes applicable to the Service. Each Subscribing Entity purchasing hereunder shall provide a valid tax exemption certificate or other evidence of exemption at the time it orders the Service hereunder.

8.2 Additional Charges as required under Section 9.1 of the MSA:

(b) Federal Access Recovery Fee (FARF) – 9.7*

The Federal Access Recovery Fee (FARF) is an AT&T charge designed to recover, in part, AT&T's costs of purchasing local access service from Local Exchange Carriers (LECs), which include regulatory fees that LECs assess on AT&T. The FARF will be based on the price of the local access service component when integrated into the following enhanced services: Managed Internet Service (MIS), and/or Private Network Transport (PNT). The FARF percentage is subject to change, if such change/increase is applied equally to all similarly situated AT&T Customers.

8.3 Disconnection Charges

(a) Disconnection Charges. Subscribing Entity will pay applicable Disconnection charges as follows: (i) if disconnection occurs before the end of the Minimum Payment Period, Subscribing Entity will pay 50% of the monthly recurring charges for the disconnected Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in this Service Attachment, plus any charges incurred by Vendor from a third party (e.g., not an Vendor Affiliate) due to the disconnection.

(b) Minimum Payment Period*

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Service Term selected by Subscribing Entity at the time of Service Order, but not less than 12 months per component

*Minimum Payment Period will not apply if the State chooses not to renew the Master Service Agreement and this Attachment under the terms set forth in Section 6 of the Master Service Agreement

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9. Common Elements associated with AT&T Private Network Transport Service and AT&T Managed Internet Services

9.1 **Class of Service:** The Class of Service (CoS) feature enables Customer to prioritize traffic among four classes: real-time, high-grade data, medium-grade data, and low-grade data. Each CoS has a specific amount of bandwidth allocation so that all classes can transmit data during congestion. However, if any class does not use its entire bandwidth allocation, packets of other classes can share the unused bandwidth. Customer may select from a number of "profiles" that have predetermined bandwidth allocations for each CoS.

The CoS feature is available in the US for use only at Sites with Local Channel access (DS-1 or Full/Fractional DS-3). The CoS feature cannot be used with MIS Access Redundancy Options or VoIP on MIS.

9.2 **Business in a Box** - The AT&T Business in a BoxSM Service ("Service") powered by Private Network Transport Service ("PNT") or Managed Internet Service ("MIS") is a managed Vendor Customer Premises Equipment ("Vendor CPE") offer which utilizes specialized Vendor CPE, and which, when used with the required Vendor Transport service (MIS (T1) or PNT) and an AT&T BVoIP service (AT&T Voice DNASM ("VDNA") or IP Flexible Reach), provides a bundled solution which enables IP voice and data services to be transported over the Vendor transport service.

AT&T's Business in a BoxSM is available with AT&T MIS (T1) transport for the Data-only option or AT&T MIS (T1) or PNT transport and an AT&T BVoIP service (VDNA or IP Flexible Reach) for integrated data and voice services. Additional Terms and Conditions can be found in the AT&T Managed Data and Miscellaneous Service Guide located at the following URL: <http://www.corp.att.com/abs/serviceguide/>

- (a) The Vendor CPE is referred to as Vendor Equipment as defined in Section 6.3.
- (b) The Vendor CPE provided with the Service interoperates and has been certified to be used with MIS (T1), PNT, AT&T VDNA, and IP Flexible Reach Services.
- (c) The title for the Vendor CPE remains with Vendor. The Vendor CPE is managed by Vendor and is not available for purchase.
- (d) The basic Service Components are:
 - Router
 - Analog Gateway
 - Stateful Packet Inspection Firewall
 - Wireless Access Point 802.11 a/b/g (WPA)
 - Integrated Ethernet switch with Power Over Ethernet (POE) ports
 - Certified interoperability with MIS (T1) and PNT
 - Certified interoperability with AT&T VDNA
 - Certified interoperability with IP Flexible Reach
- (e) The Vendor CPE does not include any Service Level Agreement ("SLA")
- (f) Pricing for AT&T Business in a Box Service is referenced below, and is in addition to the PNT or MIS Service pricing option selected by the Subscribing Entity

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9.3 The following table sets forth pricing, available to The State and Subscribing Entities, applicable to AT&T Business in a Box for a 36 Month Service Term.

Business in a Box*	Maintenance	Effective Price	
		MRC	NRC
Business in a Box Base Unit – 12 POE Ports	ON-SITE MAINTENANCE (24x7x4)	\$60.00	\$0.00
Business in a Box Base Unit – 24 POE Ports	ON-SITE MAINTENANCE (24x7x4)	\$76.00	\$0.00
Business in a Box 8 Port POE Add-on Module	ON-SITE MAINTENANCE (24x7x4)	\$28.00	\$0.00
Business in a Box 24 Port POE Add-on Module	ON-SITE MAINTENANCE (24x7x4)	\$68.00	\$0.00
Business in a Box 8 Port Analog Add-on Module	ON-SITE MAINTENANCE (24x7x4)	\$32.00	\$0.00
Business in a Box Base Unit – 12 POE Ports	Next Business Day Maintenance	\$40.00	\$0.00
Business in a Box Base Unit – 24 POE Ports	Next Business Day Maintenance	\$56.00	\$0.00
Business in a Box 8 Port POE Add-on Module	Next Business Day Maintenance	\$24.00	\$0.00
Business in a Box 24 Port POE Add-on Module	Next Business Day Maintenance	\$60.00	\$0.00
Business in a Box 8 Port Analog Add-on Module	Next Business Day Maintenance	\$28.00	\$0.00

* The 24 month or 60 month PNT or MIS pricing option is not currently available under the Business in a Box offering.

10. Service Levels

10.1 General PNT and MIS SLA Terms

(a) Credit Request Process

Vendor has established performance objectives for MPLS PNT and MIS Service. While Vendor cannot guarantee that these performance objectives always will be met, Vendor will provide credits to Subscribing Entity when they are not met. In order to receive a credit for a PNT or MIS SLA, Subscribing Entity must submit the credit request by e-mail to the Vendor SLA Administration Center at dispresolution@rdsmail.ims.att.com by the end of the month following the month in which Vendor completed the provisioning or the trouble was cleared.

Subscribing Entity may not receive credits for more than one of the Latency SLA, Data Delivery SLA and the Site Availability/Time to Restore SLA if Vendor's failure to meet the SLAs is attributable to the same occurrence at the affected PNT or MIS Port(s).

Subscribing Entity may receive:

- only one credit for any calendar day for a particular PNT or MIS Port for the PNT or MIS Site Availability/Time to Restore SLA;
- only one credit in any calendar month for each of the Network Latency SLA, the Network Data Delivery SLA, and the Network Jitter SLA;
- credits for any Subscribing Entity Site in a given month totaling no more than the total Covered PNT or MIS Monthly Charges for the Subscribing Entity Site for that month.

(b) SLA Definitions

"Covered PNT and MIS Monthly Charges" means:

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- the monthly charges for the affected Subscribing Entity Port, and
- the monthly charges for Optional Features associated with the affected Subscribing Entity Port.

"Regions" and "Groups," for purposes of the PNT and MIS SLAs, means the countries specified below.

PNT or MIS SLA Region, Country and Group Table		
Region	Countries*	Group
United States (US)	US Mainland, AK, HI, PR, USVI	Group 1
Notes:		
* Measurements of performance within or between Regions are taken from a selection of Vendor Network Backbone Nodes in the Region and do not necessarily cover all countries listed in a Region		

(c) **Exclusions for all SLAs and SLA Credits.** Vendor is not responsible for failure to meet an SLA resulting from:

- o events of Force Majeure as provided in Section 3.1 of the MSA;
- o the conduct of Subscribing Entity or Users of PNT or MIS Service
- o the failure or deficient performance of power, equipment, services or systems not provided by Vendor
- o delay caused or requested by Subscribing Entity
- o service interruptions, deficiencies, degradations or delays due to access lines or CPE when provided by third parties (except as specifically provided in a particular SLA)
- o service interruptions, deficiencies, degradations or delays during any period in which Vendor or its agents are not afforded access to the premises where access lines associated with PNT or MIS Service are terminated or Vendor CPE is located
- o service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Subscribing Entity order
- o Subscribing Entity's election to not release a Service Component for testing and/or repair and to continue using the Service Component

In addition, PNT or MIS SLAs do not apply (a) if Subscribing Entity is entitled to other available credits, compensation or remedies under Subscribing Entity's Service Agreement for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Subscribing Entity to Vendor, (c) where Subscribing Entity reports an SLA failure, but Vendor does not find any SLA failure, and (d) to PNT or MIS Sites that are not directly connected to the Vendor Network, such as PNT or MIS Sites connected in a cascaded fashion to a directly connected PNT or MIS Site.

Use of Alternate Service

If Subscribing Entity elects to use another means of communications during the period of interruption, Subscribing Entity must pay the charges for the alternative service used.

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10.2 PNT or MIS Site Availability / Time to Restore SLA

The performance objective for the PNT or MIS Site Availability/Time to Restore SLA is for the PNT or MIS Site Availability to be 100%. If Vendor does not meet this performance objective in any given calendar month, Subscribing Entity will be eligible for a PNT or MIS Site Availability/Time to Restore SLA credit for each Outage equal to the product of Subscribing Entity's total discounted Covered PNT or MIS Monthly Charges for the affected PNT or MIS Ports by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the PNT or MIS Site Availability/Time to Restore SLA Credit Table.

"Outage" means an occurrence within the Vendor Network and/or the Vendor-provided dedicated access (and in the case of PNT or MIS with Managed Router, the Vendor CPE) that is unrelated to the normal functioning of PNT and that results in the inability of Subscribing Entity to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Subscribing Entity releases the affected Service Component(s) to Vendor and ends when AT&T Customer Care makes its first attempt to notify Subscribing Entity that the problem has been resolved and the Service Component(s) are restored and available for Subscribing Entity to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by Vendor for the affected PNT or MIS Port and any delay caused by Subscribing Entity.

10.2(a) The following table will apply to Head-End locations:

PNT or MIS Site Availability/Time to Restore SLA Credit Table								
Time to Restore		Country Group 1 – US						
Equal to or Greater than:	to Less than:	Single Single Router	Link Router	Dual Router	Link Router	Single Router	Dual Router	Link Router
1 Minute	2 Hours	10.0%		25.0%			50.0%	
2 Hours	4 Hours	25.0%		50.0%			50.0%	
4 Hours	8 Hours	50.0%		100.0%			100.0%	
Over 8		100.0%		100.0%			100.0%	

For purposes of the Site Availability/Time to Restore SLA "Head-End" location shall be defined as a Subscribing Entities main PNT / MIS location where the Subscribing Entities main communications associated with Services purchased from this Service Attachment originate. This Head-End location shall be identified in writing or within the TSR submission by Subscribing Entity at the time Service is ordered.

10.2 (b) The following table will apply to non-Head-End locations:

PNT or MIS Site Availability/Time to Restore SLA Credit Table								
Time to Restore		Country Group 1 – US						
Equal to or Greater than:	to Less than:	Single Single Router	Link Router	Dual Router	Link Router	Single Router	Dual Router	Link Router
1 Minute	1 Hour	3.3%		3.3%			3.3%	
1 Hour	2 Hours	3.3%		25.0%			50.0%	
2 Hours	3 Hours	10.0%		25.0%			50.0%	
3 Hours	4 Hours	10.0%		50.0%			50.0%	
4 Hours	8 Hours	25.0%		50.0%			50.0%	
8 Hours	16 Hours	50.0%		100.0%			100.0%	

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PNT or MIS Site Availability/Time to Restore SLA Credit Table				
Time to Restore		Country Group 1 – US		
16 Hours	Over 17 Hours	100.0%	100.0%	100.0%

11. Other Terms and Conditions

11.1 Service Orders. All orders for Services hereunder ("Service Order") shall be initiated by the Subscribing Entity(s) via the TSR System. Prior to a Subscribing Entity(s) issuing a TSR order for service, Vendor will provide a quote (a "Service Quote") in writing documenting (i) the Service Term, (ii) Surcharges a Subscribing Entity is not exempt from the paying and (iii) such other configuration requirements consistent with the terms hereof (including environmental requirements). If Subscribing Entity accepts quote and decides to order Service hereunder then the Subscribing Entity shall sign a Confirmation Order form, as illustrated in Exhibit 1 attached hereto. The Subscribing Entity(s) will place each Service Order consistent with the Service Quote via the TSR System.

Vendor and Subscribing Entity will conduct a technical interview to review the details of Subscribing Entity's order and determine the technical requirements for implementing Subscribing Entity's PNT and / or MIS. Subscribing Entity must provide a valid Domain Name to Vendor for use with PNT or MIS. Subscribing Entity may use an existing Domain Name already registered with another ISP or, if Vendor is to provide DNS Administration, a Domain Name that Subscribing Entity plans to register with the ICANN Accredited Registrar database in its company name and identifying Vendor DNS servers for purposes of DNS resolution, Vendor will provide a Customer Confirmation Document ("CCD") to Subscribing Entity confirming the details of Subscribing Entity's PNT or MIS order. Vendor will begin provisioning PNT or MIS for Sites after Subscribing Entity signs and returns the CCD to Vendor.

11.2 Service Term. Subject to the Term of the MSA and this Service Attachment, the State's rights of termination and renewal as set forth in the MSA and the Subscribing Entity's right to cancel the ordered Services in accordance with the MSA, the "Service Term" with respect to each Subscribing Entity placing a Service Order hereunder shall be the number of months of service selected and set forth in the Service Order. If the MSA or this Service Attachment terminates or expires in accordance with the terms of the MSA, then any Service ordered under this Service Attachment that extends beyond the term of this Service Attachment and/or the MSA shall also terminate unless the Subscribing Entity(s) elects in writing to extend the Services provided hereunder up to an additional one year period as provided in Section 1.10 of the MSA, in which case the use of the Service by the Subscribing Entity so electing will continue to be governed by the terms and conditions of the MSA and this Service Attachment.

11.3 Vendor Equipment. Services may include use of certain equipment owned by Vendor that is located at the Site ("Vendor Equipment"), but title to the Vendor Equipment will remain with Vendor. Customer must provide electric power for the Vendor Equipment and keep the Vendor Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to Vendor Equipment (other than ordinary wear and tear) except to the extent caused by Vendor or its agents.

11.4 Compliance with Executive Order Service Attachment 4 is amended 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.
- 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

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- 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:
- (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.
- H. 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

[Signatures on Following Page]

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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 thirty (30) 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.

Executed to be effective as of the date of the last party to sign.

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

[Vendor]

Van Young
Signature
VAN YOUNG
Printed Name
ACCOUNT MGR.
Title
6/2/2011
Date

STATE OF OHIO, Department of
Administrative Service (DAS)

Stuart R. Davis
Signature
Stuart R. Davis
Printed Name
State Chief Information Officer and
Asst. Director Title
6/14/11
Effective Date

**EXHIBIT 1 TO SERVICE ATTACHMENT 4
TO THE
MASTER SERVICE AGREEMENT**

**[CUSTOMER NAME]
SUBSCRIBING ENTITY CONFIRMATION ORDER
PURSUANT TO THE STATE OF OHIO/AT&T MASTER SERVICE AGREEMENT**

Customer Name ("Customer" or "Subscribing Entity") hereby acknowledges, agrees and confirms its purchase for Services ("Subscribing Entity Confirmation" or this "Confirmation") pursuant to the terms and conditions of the State of Ohio Master Service Agreement and applicable Service Attachments thereto (the "Master Agreement") between AT&T Corp. and the AT&T affiliate(s) providing Services thereunder ("AT&T"), and the State of Ohio, Department of Administration Services ("State"). All defined terms shall be used as defined in the Master Agreement and Service Attachment(s) unless otherwise defined herein.

1. Customer hereby represents and warrants that it is a Subscribing Entity authorized to purchase pursuant to the Master Agreement. Customer hereby acknowledges and agrees that AT&T may reject any order if Customer does not meet AT&T's internal policies and procedures, including but not limited to its credit requirements, as reasonably applied to AT&T's retail business customers.
2. Subscribing Entity may purchase the Services eligible for purchase by the Subscribing Entities under the relevant terms of the Master Agreement. Upon execution of this Confirmation, orders for such Services hereunder ("Service Order") shall be initiated by the Subscribing Entity(s) via the TSR system.
3. In accordance with the Master Agreement, Subscribing Entity shall purchase and AT&T or its affiliates, as applicable, shall provide the Services pursuant to the pricing, terms and conditions of the Master Agreement and any provision, attachment or document incorporated by reference.
4. AT&T will look exclusively to the Subscribing Entity signing below, for performance of the terms and conditions as stated herein and in the Master Agreement, including but not limited to payment, and AT&T shall hold the State harmless with regard to such orders placed by Subscribing Entity and Subscribing Entity's performance and payment for such Service Orders.
5. Subscribing Entity agrees and understands that its information, including but not limited to customer proprietary information will be shared with the State pursuant to the terms and conditions of the Master Agreement.
6. Notices relating to Customer's/Subscribing Entity's performance of its obligations under this Confirmation and/or the related Service Order(s) shall be delivered pursuant to the terms of the Master Agreement to Subscribing Entity at the following address:

7. This Order is effective upon the date of the last signature affixed hereto ("Effective Date").

Subscribing Entity's signature hereto acknowledges that the signatory is authorized to place Service Orders for Services hereunder, and that Subscribing Entity has read and accepts the Master Agreement terms and conditions, the terms and conditions as stated herein, any attachments, provisions or documents incorporated herein and therein, as well as the E-Rate Rider attached hereto, to the extent Subscribing Entity's purchases will be funded via the SLD program.

[Subscribing Entity Name]

By: _____

Printed: _____

Title: _____

Date: _____

AT&T

By: Van Young

Printed: VAN YOUNG

Title: ACCOUNT MGR.

Date: 6/2/2011