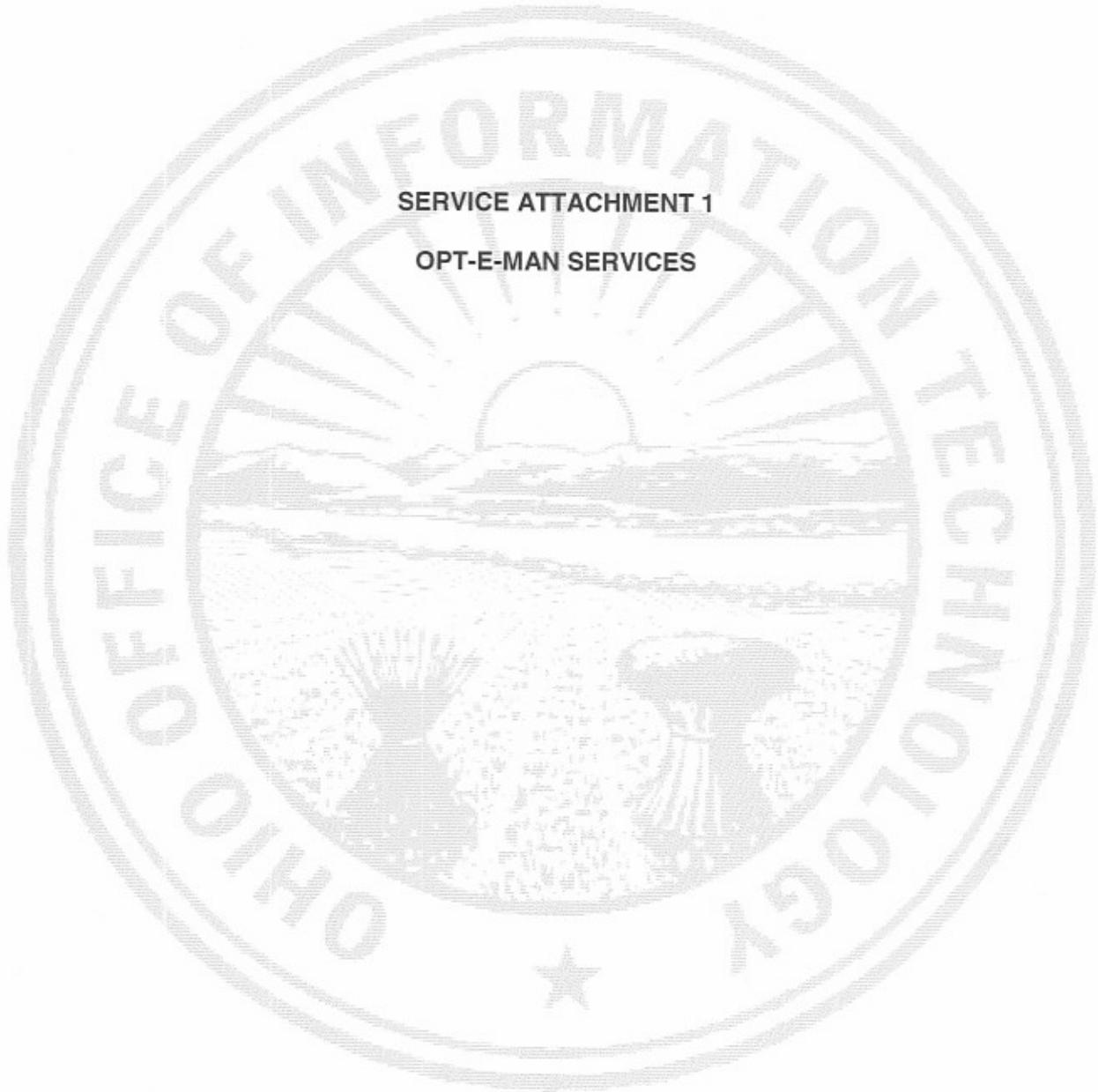


**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICE AGREEMENT**

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**This Service Attachment** (the "Service Attachment") to the Master Service Agreement effective April \_\_\_\_, 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. on behalf of the AT&T entity authorized to provide Services hereunder: The Ohio Bell Telephone Company d/b/a AT&T Ohio ("Vendor").

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 "OPT-E-MAN" 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 desire to execute this Service Attachment to the MSA;

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

**1. Overview**

1.1 Service Overview. This Service Attachment provides the Subscribing Entity(s) with the ability to purchase the OPT-E-MAN services that are offered by Vendor (the "OPT-E-MAN Services" or the "Services"). OPT-E-MAN Service is an optically switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by Vendor. OPT-E-MAN Service allows Subscribing Entity(s) to interconnect customer locations within a metropolitan area network ("MAN") as if they were segments on the same local area network ("LAN") using packet-based switching technologies. Connections at the Subscribing Entity(s) premises are made using native Ethernet interfaces and traverse the MAN over fiber and/or copper facilities (at Vendor's discretion). OPT-E-MAN Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps.

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 Tariff, Service Guide and/or Guidebook which Tariff, Service and Guidebook are located at <http://cpr.bellsouth.com/guidebook/oh/0006-0009.pdf>.
- (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. Description of Services**

2.1 Grades of Service. There are two (2) grades of service ("GOS") distinctions that affect the pricing of the OPT-E-MAN Services provided hereunder. The OPT-E-MAN Services provided hereunder will be provided in accordance with Vendor's Silver and Bronze GOS parameters based on the following:

- (a) *Availability.* OPT-E-MAN is available only in Vendor Local Exchange Company owned service areas.
- (b) *Applications.* The Silver GOS supports applications that require minimal loss and low Jitter (as defined below). Data in the Silver GOS will be provisioned in a priority queue indicating that it is delay sensitive.
- (c) *Service Parameters.* The service parameters associated with the Silver and Bronze GOS are Packet Delivery Rate ("PDR"), Latency and Jitter (as such terms and service levels are defined and set forth in Appendix 1 hereto).
- (d) *CIR.* Bronze GOS CIR (as defined in Section 2.2(c) below) will support only Bronze GOS EVC. Silver GOS CIR will support both Bronze or Silver GOS EVC.

2.2 Connections.

- (a) Subscribing Entity(s) connect to OPT-E-MAN Service via one of the following standard connections, as requested by the Subscribing Entity(s):
  - (i) 10/100BaseT (100 Mbps) and
  - (ii) Gigabit Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX)
- (b) Subscribing Entity(s) may connect any two or more locations together when utilizing a point-to-point or point-to-multipoint configuration, and a minimum of three or more locations when utilizing a multipoint-to-multipoint configuration, as long as they are in the same LATA or MAN and the service is available.
- (c) OPT-E-MAN Service includes the connection from the Subscribing Entity(s)'s premise to the Ethernet network, a port on the Ethernet network, a committed information rate ("CIR"), and Ethernet virtual connections which are logical connections that establish a logical path for traffic between two Subscribing Entity(s) locations ("EVCs"). A portion of the CIR is assigned to each EVC to establish how much bandwidth each path should have. OPT-E-MAN Service does not allow for oversubscription. Usage assigned to EVCs is mapped to a single port, and cannot exceed the ordered CIR.
- (d) A letter of authorization ("LOA") will need to be established if a Subscribing Entity(s) wants to purchase a logical connection via an EVC to another Subscribing Entity in order to ensure security and accuracy in the connection. The aggregate assigned CIR across all EVCs between any two Subscribing Entity connections cannot exceed 600 Mbps.

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- 2.3 OPT-E-MAN Basic Plus. The OPT-E-MAN Basic Plus service configuration provides the Subscribing Entity(s) a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between Subscribing Entity locations, using a physical connection to the network, and virtual connections through the OPT-E-MAN network.
- 2.4 Bandwidth. If the Subscribing Entity(s) connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 media access control ("MAC") addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges as set forth in Section 4.5, with a limit of 100 MAC addresses total per port.
- 2.5 Service Component Requirements. This Section provides an overview of the service components required to support OPT-E-MAN Services under this Service Attachment.
- (a) *Subscribing Entity Interface Requirements.* The Ethernet interface for connectivity between network provided equipment ("NPE") and customer provided equipment ("CPE") must meet the following:
- (i) Required local access connection and Interface;
  - (ii) 10/100 Base T or 1Gbps Optical (1000 Base LX/LH, SX, & ZX available); and
  - (iii) Demarcation point is RJ45 patch panel or fiber patch panel.
- (b) *CIR Requirements.* The Subscribing Entity may select only 1 CIR speed and class of service (Bronze or Silver) per Interface, and the CIR speed may be less than or equal to Interface speed. The Bronze or Silver class of service is defined by the CIR selected by the Subscribing Entity. The CIR selected by a Subscribing Entity must be committed to for a 30 day period before an increase in CIR can be requested.
- (c) *EVC Requirements.* The EVC will fall within the following parameters:
- (i) Multiple EVCs may be configured per Interface with each EVC having a defined CIR.
  - (ii) The sum of all EVC CIRs on a given Interface must not exceed selected CIR.
  - (iii) If the Silver GOS (and corresponding CIR) is selected for a given Interface, EVCs may be provisioned within the selected CIR bandwidth as either Bronze or Silver to allow differentiated traffic on a single interface.
  - (iv) If a Bronze GOS (and corresponding CIR) is selected on a given Interface, EVCs can only be configured with a Bronze level of service.
  - (v) The EVC range will be as follows:

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- (A) 10/100 Port = 8 EVC maximum
- (B) 1Gbps Port = 64 EVC maximum

2.6 Meet-Point. OPT-E-MAN Service may be available in a meet-point billing arrangement involving a Third-Party Vendor, where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between Vendor and such Third-Party Vendor. When Vendor and the Third-Party Vendor jointly provision OPT-E-MAN Service, the Third-Party Vendor involved shall bill the Subscribing Entity at that Third-Party Vendor's applicable rates for their portion of the service located in their operating territory. The Third-Party Vendor will submit its invoices to Vendor, and Vendor will re-bill the Subscribing Entity on behalf of the Third-Party Vendor by consolidating the Third-Party Vendor's invoices with Vendor's invoices for the Services provided hereunder. Vendor will coordinate processing the ordering and provisioning of the meet-point services if selected by a Subscribing Entity.

2.7 Equipment.

- (a) *NPE*. Vendor and the Subscribing Entity agree as follows with respect to network premises equipment owned by Vendor ("NPE"):
  - (i) Vendor will deliver, install, and maintain the NPE; provided, however, that the Subscribing Entity, at its own expense, shall provide:
    - (A) an equipment room with space for the NPE that is environmentally compliant, as specified by the equipment manufacturer and meets other environmental conditions as specified by Vendor;
    - (B) reasonable access to Vendor to the NPE during the Subscribing Entity's business hours;
    - (C) adequate work space, heat, light, ventilation and electrical outlets.
  - (ii) The NPE shall not be removed, relocated, modified, or attached to non-Vendor components other than the OPT-E-MAN Interface by the Subscribing Entity without prior written authorization from Vendor.
- (b) *CPE*. The Subscribing Entity agrees as follows with respect to CPE that it is required to provide or otherwise use in conjunction with the Services:
  - (i) The Subscribing Entity is responsible for extending the CPE to the OPT-E-MAN Interface, including providing the appropriate media adapter/cables for the applicable OPT-E-MAN interface protocol.
  - (ii) For fiber extensions, the fiber connectivity between the CPE and the OPT-E-MAN interface must meet the 1000BaseSX, LX or ZX protocol standards.

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- (iii) For fiber extensions, the length of the fiber connecting the Subscribing Entity(s) CPE and the OPT-E-MAN Interface must account for fiber bending signal losses but must in no event be more than 600 feet in length.
- (iv) For unshielded twisted pair ("UTP") extensions, the UTP connectivity between the CPE and the OPT-E-MAN Interface must be Category 5 or better and meet the 100BaseT or equivalent standards.
- (v) For UTP extensions, the length and location of the UTP Category 5 cable connecting the CPE and the OPT-E-MAN Interface must be free of bridges, splices and taps other than a maximum of two "punch-downs"; and account for electromagnetic interference; but must in no event be more than 300 feet in length.
- (vi) The CPE must deliver the data signal for the OPT-E-MAN transport within the industry specification for the subscribed data service. OPT-E-MAN Service supports full duplex communication.
- (vii) Each Subscribing Entity is responsible for providing all conduit/structure as well as the path from the property line to the demarcation point for access of primary route and, where the Subscribing Entity deems appropriate, dual entrance access.

2.8 **Power Supply.** An uninterruptible power supply ("UPS") is not a standard component of OPT-E-MAN and is not included in the configuration or price. If the Subscribing Entity desires power backup at a given site, it is their responsibility to provide the UPS mechanism. Vendor is not responsible for outages due to power failures or interruptions at the Subscribing Entity premises, especially as they apply to network availability or SLAs metrics/credits.

3. **[Reserved]**

4. **Fee Structure**

4.1 **Monthly Recurring Charge.** The Pricing Tables set forth in Section 4.3 below provides the monthly recurring charge ("MRC") for 24, 36, and 60 month service commitment terms for the Bronze GOS and Silver GOS. Vendor shall charge, and Subscribing Entity(s) agrees to pay, the appropriate MRC's and non-recurring charges set forth in this Service Attachment in accordance with the MSA. Vendor reserves the right to reject any Service Order in accordance with Sections 1.3 and 16 of the MSA, or provide rates on an individual case basis.

4.2 **Service Enhancements and Cost Recovery Fee.** Pricing components for MRC elements in the Pricing Table set forth in Section 4.3 below include the 2% Cost Recovery Fee and are required components of this Service. The Cost Recovery Fee is not E-Rate eligible, and will be itemized as a separate cost element on the invoice for the Service.

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4.3 Pricing Tables.

Component / Speed	USOC	Term		
		24 Months	36 Months	60 Months
OPT-E-MAN(SM) Basic Plus 100M	P9FFX	\$ 520.00	\$ 328.61	\$ 328.61
OPT-E-MAN(SM) Basic Plus 1G	P9FHX	\$ 800.00	\$ 686.66	\$ 686.66
CIR - 2 Mbps (Silver)	R6E2C	\$ 400.00	\$ 176.56	\$ 58.85
CIR - 4 Mbps (Silver)	R6E4C	\$ 440.00	\$ 196.18	\$ 88.28
CIR - 5 Mbps (Silver)	R6EAC	\$ 520.00	\$ 215.80	\$ 102.02
CIR - 8 Mbps (Silver)	R6E8C	\$ 600.00	\$ 255.03	\$ 156.95
CIR - 10 Mbps (Silver)	R6EBC	\$ 680.00	\$ 522.82	\$ 368.82
CIR - 20 Mbps (Silver)	R6EDC	\$ 880.00	\$ 688.59	\$ 503.20
CIR - 50 Mbps (Silver)	R6EHC	\$ 980.00	\$ 815.13	\$ 607.18
CIR - 100 Mbps (Silver)	R6ELC	\$ 1,120.00	\$ 941.66	\$ 711.15
CIR - 150 Mbps (Silver)	R6ENC	\$ 1,420.00	\$ 735.68	\$ 490.45
CIR - 250 Mbps (Silver)	R6EQC	\$ 1,580.00	\$ 931.86	\$ 784.72
CIR - 500 Mbps (Silver)	R6ETC	\$ 1,840.00	\$ 1,029.95	\$ 882.81
CIR - 600 Mbps (Silver)	R6EUC	\$ 2,100.00	\$ 1,128.04	\$ 907.33
CIR - 1 Gbps (Silver)	R6EZC	\$ 2,380.00	\$ 1,283.02	\$ 924.99
CIR - 2 Mbps (Bronze)	R6E2B	ICB	ICB	ICB
CIR - 4 Mbps (Bronze)	R6E4B	ICB	ICB	ICB
CIR - 5 Mbps (Bronze)	R6EAB	ICB	ICB	ICB
CIR - 8 Mbps (Bronze)	R6E8B	ICB	ICB	ICB
CIR - 10 Mbps (Bronze)	R6EBB	ICB	ICB	ICB
CIR - 20 Mbps (Bronze)	R6EDB	ICB	ICB	ICB
CIR - 50 Mbps (Bronze)	R6EHB	ICB	ICB	ICB
CIR - 100 Mbps (Bronze)	R6ELB	ICB	ICB	ICB
CIR - 150 Mbps (Bronze)	R6ENB	ICB	ICB	ICB
CIR - 250 Mbps (Bronze)	R6EQB	ICB	ICB	ICB
CIR - 500 Mbps (Bronze)	R6ETB	ICB	ICB	ICB
CIR - 600 Mbps (Bronze)	R6EUB	ICB	ICB	ICB
CIR - 1 Gbps (Bronze)	R6EZB	ICB	ICB	ICB
<b>Repeater</b>	VU4	ICB	ICB	ICB

4.4 Minimum Circuit Commitment.

During the first five years that this Service Attachment remains in effect; provided that the MSA and this Service Attachment are renewed during that period and are not terminated or cancelled the Subscribing Entities must subscribe to and maintain a minimum of 350 active OPT-E-MAN circuits (the "Minimum

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Commitment"). In the event the number active OPT-E-MAN circuits drops below 350, then the Vendor will have the right to renegotiate charges, as stated in Section 4.3 above, for any orders placed pursuant to this Service Attachment after the Vendor's notice of its intent to renegotiate. The charges for all orders placed before the Vendor's notice of its intention to renegotiate will remain unaffected.

4.5 Optional Feature Pricing Table.

Description	Non-Recurring Charge	Monthly Rate
<b>Additional MAC Addresses</b>		
Block of 51-100 MAC addresses	\$70.00	\$5.00

4.6 Other Pricing Terms.

- (a) Pricing for speeds below 10Mbps assume copper delivery. If a location does not qualify for copper delivery or exceeds distance limitations, fiber delivery will be required and additional Special Construction Charges may apply for fiber installation under 10Mbps.
- (b) If the State Department of Administrative Services ("DAS") agrees to pay for a full 1Gbps Port/CIR at a given site based on the rates set forth in Section 4.3, then at Vendor's sole discretion, Vendor may agree to provide as an alternative, up to 12 physical 10/100 copper Port handoffs to be used in any combination of CIR's as long as the CIR total does not exceed 1Gbps.
- (c) Charges for initial and additional EVC's have been waived, a maximum of 8 EVC's per 100Mbps Port and a maximum of 64 EVC's per 1Gbps may be provisioned.
- (d) Installation provided outside normal business hours shall be provided on a time and materials basis using Vendor's then current normal rates.
- (e) OPT-E-MAN is provided by Vendor where equipment and facilities permit. If appropriate facilities are not available, additional construction and installation charges may apply ("Special Construction Charges"). Special Construction Charges are determined based on the distance of the location to Vendor's switching office that supports the requested Service and the reusability by other Vendor customers of the equipment and fiber facilities being deployed to support the requested service. Notwithstanding the foregoing, Special Construction Charges will not apply to locations equipped with spare capacity of existing Vendor fiber that meets the specifications of the requested service. Special

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Construction Charges may be paid as a one-time fee or amortized and added to the MRC.

- (f) For Subscribing Entity(s) who provide a one-time up front payment, Vendor will recalculate the monthly rate to reduce the monthly recurring charge(s).
- (g) Vendor can provide OPT-E-MAN Services to Subscribing Entity(s) located outside normal transmission parameters, or who are served by a serving wire center that is not equipped for OPT-E-MAN Service using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and Vendor will determine when repeaters are necessary. Additional charges may apply as set forth in Section 4.3 and will be provided in the Vendor's quote as a firm fixed price. Provisioning of OPT-E-MAN Service is subject to the availability and operational limitations of the equipment and associated facilities.
- (h) Vendor will not charge a Subscribing Entity for routine Service Order changes requested from time to time by a Subscribing Entity in the ordinary course of business. Notwithstanding the foregoing, Subscribing Entity agrees that Vendor will have the right to require a Service Order change fee in connection with changes that are requested in connection with substantial reconfigurations of multiple circuits and/or Services or which require Vendor to use resources and personnel in excess of what is needed to implement routine changes, in which case Vendor will provide a quote to the Subscribing Entity for the Service Order change fee together with reasonable details concerning the added resources required to implement the requested changes and the Parties will agree on the amount of the Service Order change fee. For purposes of this Section 4.6(h), Service Order change fees will not apply to installations of new Services, upgrades of existing Services or cancellations of existing Services.

4.7 Taxes. If a Subscribing Entity is not exempt from the payment of federal, state or local taxes, the Subscribing Entity will be responsible for paying such taxes as required under Section 9.1 of the MSA.

4.8 Disconnection Charges.

- (a) A Subscribing Entity will pay Disconnection Charges if applicable under Sections 7.6 A and 8.4 B of the MSA as calculated in Section 4.8(b) below.
- (b) Disconnection Charges with respect to a circuit will be calculated by multiplying (i) the MRC by (ii) the number of months remaining in the Service Term selected by the Subscribing Entity by (iii) 50%.

For example, if the Service Term selected by a Subscribing Entity is 60 months and the MRC is \$711.15 for a 100Mbps circuit. If the Subscribing Entity cancels the Service after 35 months, the Disconnection Charge will be calculated as follows:

$$(\$711.15) \times (25) \times (50\%) = \$8,889.38$$

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- (c) If Vendor is unable to meet the agreed installation date (provided such failure is not due to the fault of the Subscribing Entity), within sixty (60) days after such agreed installation date, the Subscribing Entity and Vendor will either agree in writing upon a new installation date or the Subscribing Entity will cancel the Service Order. Except for a cancellation of a Service Order under the immediately preceding sentence, if a Subscribing Entity(s) cancels a circuit prior to installation being completed, the Subscribing Entity(s) will reimburse Vendor for all time and materials incurred prior to the effective date of termination, including any third party charges resulting from the termination and Special Construction Charges. The Subscribing Entity(s) must submit an order to cancel Service through the TSR.
- (d) Disconnection Charges will not apply if a terminated Service Component is (i) replaced with an upgraded Service Component at the same Site, (ii) the term and associated total MRC for the new term of the replacement Service Component are equal to or greater than the term and associated total MRC for the remainder of the terminated Service Component, and (iii) the upgrade is not restricted in the applicable Service Publication. If Disconnection Charges are due in connection with a change in Service prior to the expiration of a Subscribing Entity's Service Term, Vendor may review the request for the replacement Services and may in its sole discretion elect to waive any Disconnection Charges otherwise due and payable by the Subscribing Entity.

**5. Service Enhancements**

5.1 Standard Service Features. Vendor, through its AT&T Complex Managed Solutions ("CMS"), will provide the Subscribing Entity(s) with the following enhanced services (the "Service Enhancements") in support of the Services provided under this Service Attachment:

- (a) *Help Desk.* Vendor will provide a single point of contact through CMS for maintenance of the Services covered by this Service Attachment.
- (b) *Fault Management.* CMS will provide trouble ticket management with Vendor and other Third-Party Vendor resources including:
  - (i) receiving and recording trouble tickets in Vendor's online trouble ticketing system;
  - (ii) providing status updates to the Subscribing Entity (the person who reported the trouble) or his/her designee;
  - (iii) automatically escalating trouble tickets within Vendor and/or the Third-Party Vendors as necessary;
  - (iv) managing Third-Party Vendors, including providing a single point of contact to the Subscribing Entities for the management of Third-Party Vendors whose services are included in this Service Attachment (subject to the limitations as set forth in the MSA);

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- (v) monitoring trouble tickets to support compliance with SLA commitments; and
  - (vi) closing trouble tickets in Vendor's online trouble ticketing system after verifying Service availability with the Subscribing Entity.
- (c) *Personnel.* CMS will staff as necessary to ensure that the Service Enhancements are provided in a timely manner in accordance with the SLA commitments set forth herein.
- (d) *Vendor Program Executive.* CMS will provide the Subscribing Entities with a single point of contact between the parties with respect to the management and operation of the Managed Care Services (the "AT&T Program Executive"). Responsibilities of the AT&T Program Executive include:
- (i) engaging Vendor organizations as required or reasonably requested in connection with the performance of the Services hereunder;
  - (ii) maintaining the State's and the Subscribing Entity(s) satisfaction with Vendor and the Services;
  - (iii) activating corrective action plans when performance standards are not met; and
  - (iv) delivering timely management decisions as required or requested by the State or the Subscribing Entity(s).
- (e) *Quality Improvement Process Management.* CMS will be responsible for SLA reporting and tracking of all service levels and SLA Credits required under this Service Attachment.
- (f) *Customized Reporting.* CMS will provide OIT a suite of customized monthly reports detailing Vendor's performance with respect to the SLA's and SLA Credits when appropriate.
- (g) *Issuance of Service Credits.* CMS will proactively request on behalf of the Subscribing Entity service credits for missed SLA's hereunder and pursuant to Third-Party Vendor service level agreements identified in the Customized Reports.
- 5.2 Trouble Ticket Log. Information from Vendor's web-based trouble ticket system's trouble log will be available to the Subscribing Entity.
- 5.3 Modification of Managed Care Services. Vendor may initiate any of the following changes to the Managed Care Services upon thirty (30) days written notice to the State if the Services provided under this Service Attachment are modified in such a way that is deemed by Vendor to no longer financially support the Managed Care Services as then provided:

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- (a) restructure the Managed Care Service delivery model; or
- (b) terminate Managed Care Services.

5.4 State Project Executive. The State will provide an official point of contact for CMS via the position of State Project Executive or his/her designee. The State Project Executive will be the State's liaison to CMS responsible for any day-to-day operations issues and decision-making.

**6. Service Levels**

6.1 Service Level Agreement and Service Level Objective Requirements.

- (a) Service Level Agreements ("SLAs") and Service Level Objectives ("SLOs") provided under this Service Attachment are as follows:
  - (i) SLA 1: Latency (One Way)
  - (ii) SLA 2: Packet Delivery Rate ("PDR")
  - (iii) SLA 3: Jitter
  - (iv) SLA 4: Connections/Network Availability
  - (v) SLA 5: Service Outage
  - (vi) SLO 1: Circuit Installation
  - (vii) SLO 2: Routine Remote Changes (TSR Initiated)
  - (viii) SLO 3: Mean Time to Restore ("MTTR")

Appendix 1 attached hereto sets forth a detailed description of each SLA and SLO.

6.2 SLA / SLO Reports. SLA/SLO measures will be available on a monthly basis and will include the following sections:

- (a) Rolling 13 month summary performance;
- (b) 13 month graphs with respect to: (i) MTTR; (ii) network availability and (iii) call answer statistics;
- (c) Administrative ("ADM") ticket report of any tickets removed from MTTR calculations for administrative reasons including: Force Majeure causes, faulty installation and/or preventative maintenance; and
- (d) Preventative maintenance center ("PMC") save report identifying any degradation proactively detected and reported for resolution by Vendor.

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6.3 SLA Credits. SLA credits as set forth in Appendix 1 (the "SLA Credits") will apply. SLA Credits will be calculated and applied in accordance with the following:

- (a) SLA Credits will be calculated and issued on a per circuit basis only with respect to events with respect to which the Subscribing Entity has opened a trouble ticket with Vendor and the event is shown to be Vendor's fault (in each case a "SLA Fault").
- (b) SLA Credits shall be issued in the month following the occurrence of the event giving rise to the SLA Credit, and will be applied against current charges.
- (c) Vendor will issue SLA Credits with respect to affected circuits for which a trouble ticket has been opened as reported in the AT&T Monthly Performance Reports and the State will have the opportunity to audit and/or dispute such data.
- (d) Each circuit will be eligible for only one (1) SLA Credit at the maximum level per month.
- (e) The SLA Credits distributed in a month will not exceed the amount of the total Vendor MRC for that service for that month.

6.4 Exclusions for all SLAs and SLA Credits. Vendor shall have the right to exclude any of the following from its calculations of SLA Credits:

- (a) events of Force Majeure as provided in Section 3.1 of the MSA;
- (b) the failures of any components beyond the Vendor's demarcation point;
- (c) data loss during Vendor's scheduled maintenance window;
- (d) data exceeding subscribed usage;
- (e) failures attributed to facilities or equipment provided by the Subscribing Entity or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier; and
- (f) any type of Subscribing Entity network management functionality.

6.5 [RESERVED]

6.6 Persistent Breaches. If with respect to a circuit, Vendor fails to meet the same SLA resulting in the issuance of a SLA Credit during each month of a three (3) consecutive month period (a "Persistent Breach"), the Subscribing Entity shall have a right to cancel the Service with respect to such circuit, provided that the Subscribing Entity provides written notice to Vendor of its intent to cancel hereunder within forty-five (45) days of the end of the last month of the Persistent Breach. Cancellation of a circuit hereunder shall not require the payment of Disconnection Charges with respect to such circuit, but will require the payment of all accrued but unpaid monthly charges for such circuit.

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**7. Other Terms and Conditions**

**7.1 Service Orders.**

- (a) All orders for Services hereunder ("Service Order") shall be initiated by the Subscribing Entity(s) via the TSR. 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) such other configuration requirements consistent with the terms hereof (including environmental requirements) and (iii) any Special Construction Charges associated with the order. The Subscribing Entity(s) will place each Service Order consistent with the Service Quote via the TSR.
- (b) Any Subscribing Entity(s) placing a Service Order hereunder, shall at the time the Service Order is placed, and for that Service only, acknowledge and certify to the best of their knowledge that the total interstate traffic on the Services purchased hereunder constitutes ten percent (10%) or less of the total traffic on the Service ordered.

**7.2 Transition for Existing Subscribing Entity(s).** Subscribing Entities utilizing Services under the 2006 MSA will be required to fulfill the existing Service term ordered under such agreement and may convert to the services provided under the MSA and this Service Attachment upon expiration of the existing term of service. Vendor may consider requests for early conversion of Service and will have the right to grant approval of such early conversion in Vendor's sole discretion. All conversions of Service hereunder shall be processed by placing a Service Order via the TSR in order to move services and billing to this Service Attachment. The rates, charges and service level support as outlined in this Service Attachment will go into effect as of order completion. Service modifications may be required to comply with the terms and conditions of this Service Attachment and will be reasonably determined by Vendor on an individual case basis and will be communicated to the Subscribing Entity(s) in advance of any changes.

**7.3 Configuration.** Services ordered hereunder shall be configured and Service Term shall be selected as set forth in each Service Order placed via the TSR.

**7.4 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. Upon expiration of the Service Term during the Term of the MSA, upon thirty (30) days prior notice to Vendor the Subscribing Entity will have the right to (a) renew and the Services on the same terms and at the same rates for the duration of the renewed Service Term, (b) renew the Services and select a different Service Term under the terms and rates set forth herein (c) cease using the Service(s) (which will require Subscribing Entity to take all steps required by Vendor to terminate the Service(s)) or the Service Term or (d) continue using the Service(s) on a month-to-month service arrangement, at Vendor's then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. If the Subscribing Entity fails to provide notice to Vendor

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hereunder, the Services will be continued on a month-to-month service arrangement, at Vendor's then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. 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, but no Minimum Commitment will be applicable.

- 7.5 Third-Party Vendors. The specific services provided by the Third-Party Vendors, performance standards, service credits, fees, charges and expenses of such Third-Party Vendors will be set forth in separate Third Party Carrier Forms to this Service Attachment as and when negotiated and executed by the Third-Party Vendors, Vendor and the State, and such Third Party Carrier Forms shall be subject to the terms and conditions of this Service Attachment and the MSA.
- 7.6 Renewal. Notwithstanding the terms of the MSA, renewal of this Service Attachment for purposes of placing and accepting new orders under it will be subject to the mutual agreement of the State and Vendor if the Subscribing Entities fail to have at least 500 active OPT-E-MAN circuits installed and/or ordered, as of May 15<sup>th</sup> of the last year of the then current Term. The Parties agree that the OPT-E-MAN circuits currently provided pursuant to Service Attachment 1 dated February 2, 2007 (Intralata Multi-Point Services OPT-E-MAN and Customized Switched Ethernet) to the Master Service Agreement dated December 7, 2006 between AT&T and the State of Ohio, shall count towards the 500 circuit commitment. If this Service Attachment is not renewed for purposes of placing and accepting new orders under it, then Subscribing Entities that have OPT-E-MAN circuits that are installed and/or ordered as of the date of nonrenewal shall continue to receive Services hereunder in accordance with this Service Attachment for the remainder of the then current Service Term applicable to such circuits, but no new orders may be placed under this Service Attachment.

**Definitions**

**Layer 2** - Also known as the OSI Model Data Link Layer 2. This layer responds to service requests from the Network Layer and issues service requests to the Physical Layer. The Data Link Layer provides the functional and procedural means to transfer data between network entities and to detect and possibly correct errors that may occur in the Physical Layer. *Note:* Examples of data link protocols are HDLC and ADCCP for point-to-point or packet-switched networks and LLC for local area networks.

**Demarcation Point** - The point at which operational control or ownership of communications facilities changes from one organizational entity to another. *Note:* The demarcation point is usually the interface point between Subscribing Entity-premises equipment and external network service provider equipment.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by the State, however, the Parties acknowledge and agree that the pricing provided herein will not be effective until June 1, 2010.

**AT&T CORP. ON BEHALF OF THE AT&T  
ENTITY AUTHORIZED TO PROVIDE  
SERVICES HEREUNDER: THE OHIO BELL  
TELEPHONE COMPANY D/B/A AT&T OHIO**

**THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES, OFFICE  
OF INFORMATION TECHNOLOGY  
("OIT") ON BEHALF OF THE STATE OF  
OHIO**

*Gabriela Ratulowski*

GABRIELA RATULOWSKI  
Signature  
LEAD CUSTOMER CONTRACTS

Printed Name

Title

4/8/10

Date

Vendor Document Reference Information

1003 mm7934 1-CUFA5U ICBPS: 201703 03/23/10

*Hugh Quill*

Signature

*Hugh Quill*

Printed Name

*Director, Dept. Administrative Services*

Title

5/20/10

Effective Date

## APPENDIX 1

### SERVICE LEVEL AGREEMENTS/OBJECTIVES

Appendix 1 provides a definition of and performance standards for each GOS with respect to the SLA's/SLO's as described in Section 6 of this Service Attachment and the calculation of the SLA Credits with respect to each SLA. CMS shall proactively report the GOS performance measures on a monthly basis.

#### **SLA 1 - Latency (One Way)**

Definition - Latency measurement will consist of measuring the time it takes travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Subscribing Entity ports are attached when the Vendor network is available.

Performance Standards – For the following GOS options:

- Bronze – 27 ms (one way) / 54 ms (round trip)
- Silver – 18 ms (one way) 36 ms (round trip)

#### **SLA 2 - Packet Delivery Rate**

Definition - Packet Delivery Rate ("PDR") is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. PDR is measured by averaging sample measurements taken during a 30 day period from NTE to NTE to which the Subscribing Entity ports are attached when the Vendor network is available.

Performance Standards – For the following GOS options:

- Bronze – 99.50%
- Silver – 99.90%

#### **SLA 3 - Jitter**

Definition - Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Subscribing Entity ports are attached when the Vendor network is available

Performance Standards – For the following GOS options:

- Bronze – NA
- Silver – 24 ms

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#### SLA 4 - Connections/Network Availability

Definition - Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering Subscribing Entity data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

1. [24 hours x days in month x 60 minutes x number of Subscribing Entity sites]
2. Subtract network outage time (measured in minutes)
3. Divide by [24 hours x days in month x 60 minutes x number of Subscribing Entity sites]

Performance Standards – For all GOS options is 99.99%.

All ports included in a Subscribing Entity's network are utilized in calculating Network Availability.

#### SLA 5 – Service Outage

Definition – Subject to the exclusions and qualifications set forth in the Service Attachment, a "Service Outage" shall mean the following events:

- (a) a complete failure of a circuit to function that is not otherwise caused by the negligence of the Subscribing Entity or the Subscribing Entity's end user;
- (b) a "Recurring Outage" meaning any circuit that has three (3) or more occurrences of (i) a complete failure of the circuit to function, or (ii) a failure to meet performance requirements with respect to Latency, Jitter and/or PDR each lasting four (4) hours or more within one calendar month; or
- (c) upon receiving a report of trouble with the Service from a Subscribing Entity, if Vendor testing confirms that the circuit is experiencing a substantial and material degradation with respect to Latency, Jitter and PDR over an extended period of time (which shall be at least 30 minutes or more) and the cause of the degraded circuit is within Vendor's network, the effect of which is to cause a material adverse effect upon the ability of the circuit to carry the subscribed traffic tantamount to a complete failure of the circuit to function as stated under subparagraph (a) above.

Upon the occurrence of a Service Outage, then the Subscribing Entity will be eligible to receive a SLA Credit under the Service Outage SLA Credit table based on the time period that elapses between the Subscribing Entity's report of the trouble to Vendor and Vendor's closing of the trouble ticket upon restoration of the Service.

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### SERVICE LEVEL AGREEMENTS/OBJECTIVES

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#### **SLO 1 - Circuit Installation**

Definition – A request for service to be installed or reconfigured in such a way that requires a physical alteration to any component of the service or requires a person to be at the Subscribing Entity location as part of the test and turn-up procedure.

Performance Standard – For all Grade of Service options are a mutually agreed upon due date established on location by location basis based on fiber availability & equipment availability.

#### **SLO 2 - Routine Remote Changes (TSR Initiated)**

Definition –A request for service upgrade or configuration change that only requires alteration to a software component of the service and does not require a person at the Subscribing Entity location to initiate the change.

Emergency Changes - An unpredictable telecommunications need to satisfy and maintain government services at any time or location (i.e. catastrophic event, court mandates and/or newly installed critical application) may require an emergency change.

Performance Standard – For all Grade of Service options is 14 Calendar Days for standard changes and 96 Hours for emergency changes.

#### **SLO 3 - Mean Time to Restore**

Definition –Mean Time to Restore (“MTTR”) is defined as the time interval between initial trouble ticket request being opened by Vendor support center to the time the trouble ticket is closed by the Vendor support center after trouble resolution.

The MTTR objective for all GOS options is 4 hours.

#### **Service Credits:**

##### **Service Credit – Network Availability:**

- CMS will calculate the actual service performance for this parameter, and if Network Availability was less than the committed level, the Subscribing Entity will be provided a SLA Credit equal to 10% of the monthly recurring charge for that Service parameter for all affected ports.

##### **Service Credits – SLA’s under Section 6.1(a) (other than Network Availability):**

- CMS will calculate the actual service performance for Latency, Jitter and PDR, and if the actual service performance for any of these parameters was less than the committed level, Vendor will have 30 day period to correct the problem.
- If after 30 days, the service performance for that parameter is still less than the committed level, the Subscribing Entity will be provided a SLA Credit equal to (i) for Silver GOS, 25% of

## APPENDIX 1

### SERVICE LEVEL AGREEMENTS/OBJECTIVES

the monthly recurring charge (as set forth in Section 4.3) for all affected ports for the month in which the service parameters fall below (or above) the committed level and (ii) for Bronze GOS 15% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall below (or above) the committed level.

SLA's concerning Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN circuit is available.

#### Service Credit - Service Outage:

In the event of a Service Outage, the following SLA Credits will apply and be issued with respect to the affected ports for the month in which the Service Outage occurred.

Per Service Outage	Percentage Credit
30 minutes to 4 hours	5% of MRC
4 hours to 8 hours	10% of MRC
8 hours to 12 hours	25% of MRC
12 hours to 24 hours	50% of MRC
Over 24 hrs or Recurring	100% of MRC