

## OHIO SYNCHRONOUS OPTICAL NETWORK (SONET) INFRASTRUCTURE CONTRACT EXTENSION AMENDMENT

This Amendment to the Synchronous Optical Network Infrastructure Agreement for the State of Ohio Multi-Agency Communications System (as previously amended the "SOMACS Contract" or the "Contract") by and between SBC Global Services, Inc., currently doing business as AT&T Global Services, on behalf of itself and as agent and representative of the AT&T entities providing products and/or services under the Contract (collectively, "AT&T") and the Department of Administrative Services, on behalf of the State of Ohio (the "State") amends and supplements the terms and conditions of the SOMACS Contract dated as of February 16, 1996 by and between SBC and the State. Unless otherwise defined in this Amendment, all defined terms used herein shall have the meanings assigned to such terms in the SOMACS Contract. AT&T and the State are sometimes referred to as the "Parties" or individually as a "Party". This Amendment shall be effective as of the date of the last signature hereto. The changes described herein shall become effective July 1, 2013.

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

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

1. The Contract is hereby extended until June 30, 2015 to coincide with the State's fiscal year and the E-Rate filing cycle for all E-Rate eligible entities authorized to purchase services pursuant to the terms and conditions of the SOMACS Contract and applicable E-Rate regulatory filings.
2. The State acknowledges and agrees that some of the underlying Services provided to the State pursuant to the Contract are provided by numerous local and inter-exchange companies throughout the state of Ohio.
3. Term: The SOMACS Contract shall be extended for a period of twenty-four (24) months from July 1, 2013 through June 30, 2015 (the "Extension Period").
4. Termination Charges: If the Customer of record terminates a SOMACS T1 circuit during the Extension Period, no Termination Charge applies.
5. Pricing: During the Extension Period pricing will be as follows:
  - a. For any Existing Base SOMACS T1 installed prior to July 1, 2011, the monthly recurring charge will be \$450.00 during the Extension Period.
  - b. For any newly added SOMACS T1 cutover on or after July 1, 2011, the monthly recurring charge will be \$596.00 during the Extension Period. The nonrecurring charge (i.e., installation fee) of \$1,500.00 will be waived at installation provided the SOMACS T1 remains in service for a minimum period of twelve (12) months. Upon disconnection of any newly added SOMACS T1 that does not remain in service for a minimum period of twelve (12) months, the Subscribing Entity will be billed the nonrecurring charge of \$1,500.00 that was waived at installation.
  - c. Rates for all existing installed (as of the effective date) 56 Kbps, DS3, and SONET remain unchanged for the extension period. The term for existing installed 56 Kbps,

DS3 and SONET will be provided on a month-to-month basis with no termination liability. Rates and terms for new 56 Kbps, DS3 and SONET Services order during the extension period will be priced as ICB and quoted prior to the time of order. All rates, terms and conditions for existing GigaMAN remain unchanged. Rates and terms for new GigaMAN ordered during the extension period will be priced as ICB and quoted at time of order.

6. Termination of SOMACS Contract: The State and any Subscribing entities purchasing SOMACS services hereunder acknowledge and agree that the SOMACS Contract will terminate at the end of the Extension Period which is June 30, 2015. It is the intent of both Parties that all Customers purchasing hereunder will have migrated off the SOMACS Contract. In the event any Customers receiving SOMACS service have not been migrated by June 30, 2015, the State acknowledges and agrees that AT&T will migrate such service to an AT&T provided equivalent service under the State's Master Service Agreement at a contracted rate (if an effective contract is in place) or month to month rate. Such services shall be provided pursuant to an effective contract between the State and AT&T for equivalent service. Alternatively, if there is not an effective contract, then such service shall be provided in accordance with the applicable AT&T Service Guide at the then current AT&T month to month rates in effect for such service. AT&T will use commercially reasonable efforts to notify the Subscribing Entity(s) 30 days prior to contract expiration.
7. This Amendment shall become effective as of the date of State's signature and shall remain in full force and effect for the term of the Contract. Except as modified by this Amendment, all of the terms and conditions of the Contract shall remain in full force and effect.

The State 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 the State of Ohio signature, and AT&T will begin implementing the attachment when a fully signed copy is returned by the State, provided such fully signed copy is returned to AT&T no more than thirty (30) days after AT&T delivered a signed copy to the State. 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 amendment.

**In Witness Whereof**, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

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

State of Ohio, The Department of Administrative Services

By: DeAnn L. Skinner

By: Robert Blain/SRD

Title: Sales Manager

Title: DAS Director  
Asst. Director / CIO

Date: 3/8/2013

Date: 3/13/13

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