

**AMENDMENT #2 TO SERVICE ATTACHMENT 7 TO THE MASTER SERVICE AGREEMENT -
SERVICE ATTACHMENT 7 ISDN PRIME SERVICE**

This is an Amendment to the Service Attachment 7 to The Master Service Agreement - Service Attachment 7 ISDN Prime Service between the Department of Administrative Services, 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" or "AT&T") ("Contract").

Customer Name: The Department of Administrative Services, on behalf of the State of Ohio ("The State").

Applicable AT&T Affiliate and State: (hereinafter "AT&T") The Ohio Bell Telephone Company d/b/a AT&T Ohio.

WHEREAS, AT&T and the State entered into a Contract last signed by The State on June 27, 2011 for the provision of ISDN Prime Service; and AT&T and the State hereby agree to modify the Contract as follows:

1. Section 5.1 titled "Service Options" under Section 5 titled "Fee Structure" is modified to add the following: :

The Pricing Table below provides the Monthly Recurring Rates and Nonrecurring Charges for a twelve (12) month Service Term associated with ISDN Prime Service and may be used for renewing existing circuits or installing new circuits for a twelve (12) month Service Term.

Pricing Tables

Service Component Description	Monthly Recurring Rate	Nonrecurring Charge (new only)
ISDN Prime (Custom and National), each	\$325.00	\$600.00
Unlimited Local Usage, per ISDN Prime (Optional)	\$163.00	\$0.00
Telephone Numbers, each	\$0.10	\$0.00
D Channel Backup	\$33.00	\$0.00
Local Distribution Channel, each – Zone 1, 2, 3	\$117.00	\$0.00
Channel Mileage Termination, each – Zone 1, 2, 3	\$46.00	\$0.00
Channel Mileage, each – Zone 1, 2, 3	\$18.00	\$0.00

Note1: Nonrecurring Charge shall not apply to existing Service converted to the Agreement as set forth in Section 2.1 of Service Attachment 7.

Note: As further described in Section 9, the Cost Recovery Fee is not E-Rate eligible, is in addition to the charges set forth above, and will be itemized as a separate cost element on the invoice for the Service.

2. Section 5.3 titled "Early Termination Fee Information" under Section 5 titled "Fee Structure" is modified to add the following:

5.3.1. For Service Components installed pursuant to a twelve (12) month Service Term, the following applies:

If the Subscribing Entity(s) disconnect a circuit prior to fulfilling a twelve (12) month Service Term commitment for reasons other than those permitted elsewhere in the Service Attachment, the Subscribing Entity(s) shall be liable for termination liability in the amount of fifty (50%) percent of the monthly recurring rate times the number of months remaining in the Service Term.

This Amendment shall become effective as of the date of the 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 forty-five (45) 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").

AT&T	State of Ohio, The Department of Administrative Services
By: <i>Linda J. Dahl</i>	By: <i>Robert Blair/srd</i>
Printed or Typed Name: LINDA J. DAHL	Printed or Typed Name: Robert Blair/srd
Title: CONTRACT MANAGER	Title: DAS Director/Assistant Director State CIO
Date: 12.10.12 Tax ID: 34-0436390.	Date: <i>1/8/13</i>