

**SERVICE ATTACHMENT 12  
TO THE MASTER AGREEMENT**

**AT&T OPT-E-WAN® Virtual Private LAN Service (VPLS)**

AT&T MA Reference No. 20130305-6758

March 11, 2014

**SERVICE ATTACHMENT 12**

**AT&T OPT-E-WAN® VIRTUAL PRIVATE LAN SERVICE (VPLS)**

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**This Service Attachment** (the "Service Attachment") to the Master Services Agreement effective May 20, 2010 (the "MSA"), is between 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") and the State of Ohio Department of Administrative Services (the "State").

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 as set forth in the MSA.

**WHEREAS**, Vendor desires to provide to the State and the Subscribing Entities certain services described herein as AT&T OPT-E-WAN® VIRTUAL PRIVATE LAN SERVICE (VPLS), 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:

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**1. SERVICE and SERVICE PUBLICATION**

Service	Service Description and Publication Location
<p>AT&amp;T OPT-E-WAN® Virtual Private LAN Service (VPLS)</p>	<p>AT&amp;T OPT-E-WAN Service is a class of Virtual Private Network (VPN) that allows the connection of multiple sites in a single bridged domain over AT&amp;T's managed MPLS network. It is a Layer 2 Ethernet Virtual Private LAN Service (VPLS) with Point to Point, Point to Multipoint and Multipoint to Multipoint connections. OPT-E-WAN Service can be used to connect multiple LANS and MANS (Metropolitan Area Networks) and can provide LAN to MAN to WAN connectivity domestically and to Global locations. This will enable a total global seamless Ethernet based networking solution.</p> <p align="center"><a href="http://serviceguidenew.att.com/sq_flashPlayerPage/OEW">http://serviceguidenew.att.com/sq_flashPlayerPage/OEW</a></p> <p>While the above described link contains service descriptions for other services offered by AT&amp;T, only the Service described in this Service Attachment (AT&amp;T OPT-E-WAN® Virtual Private LAN Service (VPLS)) is applicable. The order of precedence among the documents that constitute the agreement between the Parties is specified in the Section 1.15 of the MSA.</p>

**2. SERVICE ATTACHMENT TERM and EFFECTIVE DATES**

<b>Service Attachment Term</b>	60 months
<b>Term Start Date</b>	Effective Date of this Service Attachment
<b>Applicable Country</b>	Country identified on Exhibit A

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**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Disconnection Charges	Minimum Payment Period per Service Component
All Service Components (except Access Service Components)	50%	Until end of Service Attachment Term, or 12 months, whichever is longer
Each Access Service Component when AT&T Ohio, the ILEC, owns the facilities for the Ethernet access connection to the Subscribing Entity's premises	50%	12 months
Each Access Service Component when any provider other than AT&T Ohio, the ILEC, owns the facilities for the Ethernet access connection to the Subscribing Entity's premises	100%	12 months

**3.1 Calculation of Disconnection Charges.** A Subscribing Entity will pay Disconnection Charges if applicable under the MSA as calculated below. Disconnection Charges with respect to a circuit will be calculated by multiplying;

- (i) the MRC by;
- (ii) the number of months remaining in the Minimum Payment Period; by
- (iii) the applicable percentage from the above table.

Disconnection Charges with respect to a Service Component will be calculated by multiplying (i) the MRC for each such Service Component by (ii) the number of months remaining in the applicable Minimum Payment Period by (iii) 50% or 100%, whichever is applicable based on the above table. If the Subscribing Entity cancels a Service Component that has been installed for longer than the above applicable Minimum Payment Period, no Disconnection Charges shall apply.

For example, but not by way of limitation, the Service Attachment Term for a Subscribing Entity is 60 months, the port cost is \$200.00, the Access Service Component when AT&T Ohio owns the facilities is \$500.00 for a 100Mbps circuit and the Subscribing Entity cancels the Service after 35 months, the Disconnection Charge will be calculated as follows:

Port cost (i.e. Service Component other than Access) \$200.00 X (25) X (50%) = \$2500.00

Access Service Component \$ 500.00 X (25) X (0%) = \$0.00 because the Service Component was installed for the Minimum Payment Period

Total Disconnection Charges would be \$ 2500.00 for disconnect of circuit.

For purposes of this Service Attachment, "**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Subscribing Entity is required to pay recurring charges for the Service Component.

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**4. WAIVERS**

Service Component(s)	Waived Charge	Minimum Retention Period
Any Service Components with Non-recurring Charges	The discounted portion of any Non-recurring Charges	Until end of Service Attachment Term, or 12 months, whichever is longer

For purposes of this Service Attachment, "Minimum Retention Period" means the Minimum Retention Period identified for a Service Component during which Subscribing Entity is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

**5. SCHEDULE OF CHARGES (SoC) DISCOUNTS**

Discounts	
<b>Applicable Country: United States of America</b>	
Service Component	Discount (%)
<b>NOTE – use following (10G Service) for US Only</b>	
OPT-E-WAN *Enet Port (.5 Mbps up to 10 Gbps) [Note - the discount percentage specified here for Ports will be applied to all Port speeds (bandwidths) unless another discount is specified below]	98 % Discount
OPT-E-WAN *Enet Port ( ___ Mbps)	98 % Discount
COS 1 Real Time	98 % Discount
COS 2V Interactive (Video)	100% Discount
COS 2 Business Critical High	100 % Discount
COS 3 Business Critical Medium	100% Discount
COS 4 Non Critical High	N/A
PPCOS Multi-Media High	100 % Discount
PPCOS Multi-Media Standard	100% Discount
PPCOS Critical Data	100 % Discount
PPCOS Business Data	100% Discount
OPT-E-WAN Bandwidth Setup	100 % Discount
CoS Service Establishment (per port)	100% Discount
Additional Mac Addresses (50 per site)	0 % Discount
Initial Service Order Change Charge	50 % Discount*
Service Order Cancellation Per Location	0 % Discount
Miscellaneous Change Charge	50 % Discount*
OPT-E WAN Site Termination Charge	0 % Discount
Diverse POP Service Set up Charge	0% Discount
Diverse Line Card	0 % Discount
POP Diversity	0 % Discount
* If special construction charges do not apply.	
For illustrative purposes Exhibit B contains net rates represented by the discounts specified in this Section 5 as applied to the applicable SoC.	

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**6. INITIAL SERVICE ORDER INFORMATION**

**6.1 Total Service Local Access**

Pricing below applies only for the specific Total Service Local Access Service Components listed below.

Port ID #	Access Speed	Access Monthly Recurring Charge*	Access Non-Recurring Charge**
	Various, depending on market availability	ICB	ICB
*No discounts apply to these Charges			
**Special Construction Charges may apply.			

**7. Special Terms**

**7.1 Service Level Agreement (SLA)**

**7.1.1 SLA Description**

The following metrics will apply, based on AT&T Core Network Average measurements (per calendar month), for the SLA objectives for Network Latency, Network Data Delivery and Network Jitter. The metrics for Site Availability are based on Subscribing Entity's reported trouble tickets. Site Availability credit requests must be accompanied by a valid AT&T trouble ticket number.

**7.1.2 SLA Tables**

SLA Objectives					
Classes of Service	Jitter (one way)	Latency (round trip)	Packet Delivery (US)	Packet Delivery (MoW)	Availability
CoS 1 (Realtime)	1 ms edge to edge in the US; 1.2 ms edge to edge inter-region and in MoW	See Table Below	99.95%	99.90%	100%
CoS 2V (Interactive)	Not Applicable	See Table Below	99.95%	99.90%	100%
CoS 2 (Business Critical High)	Not Applicable	See Table Below	99.95%	99.90%	100%
CoS 3 (Business Critical Medium)	Not Applicable	See Table Below	99.95%	99.90%	100%
CoS 4 (Non Critical High)	Not Applicable	See Table Below	99.7%	99.7%	100%
CoS 5 (Non Critical Low)*	Not Applicable	See Table Below	99.7%	99.7%	100%
Note:					
*	This CoS is only offered as part of a PPCoS Package.				

Latency (City Pair Network Average) Table 1			
Region	Domestic US	EMEA	Europe
Domestic US	37 ms	Not supported	90 ms (east coast) 160 ms (west coast)

Latency (City Pair Network Average) Table 2			
Region	Asia Pacific	Canada	Caribbean/ Latin America
Domestic US	150 ms (west coast)	25 ms	110 ms

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<b>Site Availability Credits</b>		
<b>Outage Equal to or Greater than:</b>	<b>To Less than:</b>	<b>% Credit</b>
1 Minute	1 Hour	3.30%
1 Hour	2 Hours	3.30%
2 Hours	3 Hours	10.0%
3 Hours	4 Hours	10.0%
4 Hours	5 Hours	25.0%
5 Hours	6 Hours	25.0%
6 Hours	7 Hours	25.0%
7 Hours	8 Hours	25.0%
8 Hours	9 Hours	50.0%
9 Hours	10 Hours	50.0%
10 Hours	11 Hours	50.0%
11 Hours	12 Hours	50.0%
12 Hours	13 Hours	50.0%
13 Hours	14 Hours	50.0%
14 Hours	15 Hours	50.0%
15 Hours	16 Hours	50.0%
16 Hours and above		100.0%

**7.1.3 Chronic Failure**

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 "Chronic Failure"), 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 with forty-five (45) days of the end of the last month of the Chronic Failure. 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.

**8. Subscribing Entity Letter of Authorization**

Once a Subscribing Entity's Order has been approved through the State's Ordering System, Vendor has authorization to place orders with AT&Ts affiliated ILECs for, and to establish, any Ethernet Virtual Connections (EVCs) between Subscribing Entity's Ethernet access service from any such Access Provider and AT&Ts Ethernet network for the purpose of connecting to the OPT-E-WAN network as requested by Subscribing Entity. Subscribing Entity accepts responsibility for all orders placed and any changes made by Vendor on behalf of Subscribing Entity that relate to the maintenance or repair of any such EVCs. This authorization will become effective on the Effective Date of this Service Attachment and will remain in effect until such time as Subscribing Entity no longer has any OPT-E-WAN Service from Vendor.

**9. Survival**

Subject to (a) the term provisions in Section 6.0 (Term) of the MSA and Section 2 (Service Attachment Term) of this Service Attachment, (b) the State's rights of renewal in Section 6 and termination in Section 7 (Termination - Agreement and Service Attachments) of the MSA and (3) the Subscribing Entity's right to cancel the ordered Services in accordance with the MSA, but notwithstanding anything to the contrary in the MSA including, without limitation, Section 1.10 (Survival), for Services provided pursuant to orders placed by Subscribing Entity prior to the expiration or termination of the MSA or this Service Attachment, the terms and conditions of this Service Attachment will survive and apply for the remainder of the Service Attachment Term (i.e. 60 months) and such Services shall be subject to the disconnection charge provisions of Section 3 of this Service Attachment.

Upon thirty (30) days notice to Vendor prior to the expiration of the Service Attachment Term, but during the Term of the MSA, the Subscribing Entity will have the right to:

- (a) renew and obtain the Services on the same terms and at the same rates for the duration of the renewed Service Attachment Term; or
- (b) 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

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- (c) continue using the Service(s) on a month-to-month service arrangement at Vendor's then current monthly recurring rates as set forth in the Service Attachment. After expiration of the Service Attachment Term, Vendor may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

**10. Installation Date**

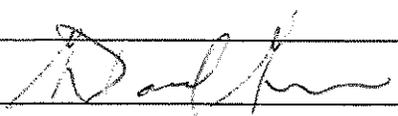
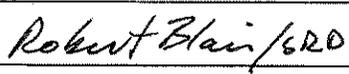
If Vendor is unable to meet the agreed installation date (provided such failure is not due to the fault of the Subscribing Entity), within sixty (60) days after such agreed installation date, the Subscribing Entity and Vendor will either agree in writing upon a new installation date or the Subscribing Entity will cancel the Service Order. Except for a cancellation of a Service Order, regarding inability to meet an agreed installation date, if a Subscribing Entity(s) cancels a circuit prior to installation being completed, the Subscribing Entity(s) will reimburse Vendor for all documented 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 a Service Order to the Vendor to cancel Service through the State's Ordering System

**11. Billing**

For Subscribing Entity(s) who provide a one-time up front payment, Vendor will apply such payment as a credit against the monthly recurring charge(s).

The State has requested that AT&T sign this Service Attachment first, and AT&T has agreed to do so. This Service Attachment as signed by AT&T shall be binding upon the State of Ohio signature, and AT&T will begin implementing the Service 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 Service Attachment after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Service Attachment signed by both Parties, except for changes expressly authorized by the Terms of this Service Attachment.

**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").

<b>AT&amp;T</b>	<b>State of Ohio, The Department of Administrative Services</b>
By: 	By: 
Printed Name: <b>G. DAVID GINN</b>	Printed Name: Robert Blair/srd
Title: <b>SALES MANAGER</b>	Title: DAS Director Assistant Director/State CIO
Date: <b>3/12/14</b> Federal Tax ID: 34-0436390	Effective Date: <b>3/26/14</b>

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**EXHIBIT A**

**SCHEDULE OF CHARGES (SoC) - PRE-DISCOUNT LIST RATES**

<b>SoC Version Date</b>	July 10, 2013
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<b>Applicable Country</b>
USA

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Available Port Type	OPT-E-WAN Port speeds	Intrastate PBI <sup>1</sup>	Interstate PBI <sup>1</sup>	United States		Source	MRC/ NRC	Charge	United States Charge in \$US
				Charge in \$US	Feature				
*Enet	Port - 2M	80327	80391	624	CoS 1 Real Time 20% of port MRC	Calculated	MRC	20% of port MRC	
*Enet	Port - 3M	80328	80392	752	CoS 2V Interactive (Video) 20% of port MRC	Calculated	MRC	20% of port MRC	
*Enet	Port - 5M	80330	80394	1,032	CoS 3 Business Critical Medium 10% of port MRC	Calculated	MRC	10% of port MRC	
*Enet	Port - 10M	80335	80399	1,528	CoS 4 Non Critical High 0%	Calculated	MRC	No Charge	
*Enet	Port - 20M	80345	80409	2,097	OPT-E-WAN Bandwidth Setup	Fixed	NRC	1,000.00	1,000.00
*Enet	Port - 50M	80348	80412	4,012	Access Service Establishment	FPQ <sup>2</sup>	NRC	FPQ <sup>2</sup>	FPQ <sup>2</sup>
*Enet	Port - 100M	80353	80417	6,707	Recurring Access	FPQ <sup>2</sup>	MRC	FPQ <sup>2</sup>	FPQ <sup>2</sup>
*Enet	Port - 150M	80354	80418	9,732	CoS Service Establishment (per port)	Fixed	NRC	100.00	100.00
*Enet	Port - 250M	80356	80420	15,118	Additional Mac Addresses (50 per site)	Fixed	NRC	25.00	25.00
*Enet	Port - 500M	80361	80425	22,773	Initial Service Order Change Charge	Fixed	NRC	500.00	500.00
*Enet	Port - 600M	80363	80427	25,843	Service Order Cancellation per location	Fixed	NRC	500.00	500.00
*Enet	Port - 1G	80371	80435	41,888	Miscellaneous Change Charge	Fixed	NRC	500.00	500.00
*Enet	Port - 2000M	96779	96778	78,787	OPT-E WAN Site Termination Charge	Fixed	NRC	500.00	500.00
*Enet	Port - 4000M	96787	96786	137,727	Diverse POP Service Set up Charge	Fixed	NRC	1,000.00	2,375.00
*Enet	Port - 5000M	96791	96790	164,943	Diverse line card	Calculated	MRC	10% of port MRC	10% of port MRC
*Enet	Port - 7500M	96801	96800	228,692	POP diversity 10% of Port MRC	Calculated	MRC	10% of port MRC	10% of port MRC
*Enet	Port - 10G	96811	96810	288,798					

<sup>1</sup> PBI - Product Billing Indicator

<sup>2</sup> FPQ - Firm Price Quote

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**Exhibit B  
Net Rates**

Service Description	Monthly Recurring Charge per Port	Non-Recurring Charge per Port
OPTEWAN Port / Switched / 2 Mbps	\$ 12.48	\$0.00
OPTEWAN Port / Switched / 3 Mbps	\$ 15.04	\$0.00
OPTEWAN Port / Switched / 5 Mbps	\$ 21.84	\$0.00
OPTEWAN Port / Switched / 10 Mbps	\$ 30.52	\$0.00
OPTEWAN Port / Switched / 20 Mbps	\$ 41.94	\$0.00
OPTEWAN Port / Switched / 50 Mbps	\$ 80.24	\$0.00
OPTEWAN Port / Switched / 100 Mbps	\$ 134.14	\$0.00
OPTEWAN Port / Switched / 150 Mbps	\$ 194.64	\$0.00
OPTEWAN Port / Switched / 250 Mbps	\$ 302.36	\$0.00
OPTEWAN Port / Switched / 500 Mbps	\$ 455.58	\$0.00
OPTEWAN Port / Switched / 600 Mbps	\$ 516.80	\$0.00
OPTEWAN Port / Switched / 1Gbps	\$ 836.16	\$0.00
OPTEWAN Port / Switched / 2000 Mbps	\$ 1,575.74	\$0.00
OPTEWAN Port / Switched / 4000 Mbps	\$ 2,754.54	\$0.00
OPTEWAN Port / Switched / 5000 Mbps	\$ 3,298.86	\$0.00
OPTEWAN Port / Switched / 7500 Mbps	\$ 4,577.84	\$0.00
OPTEWAN Port / Switched / 10000 Mbps	\$ 5,775.92	\$0.00

Net rates provided in this Exhibit B are for illustrative purposes only and not binding on the Parties. Exhibit B illustrates the discounts specified in Section 5 as applied to the applicable SoC.