

**SERVICE ATTACHMENT 6
TO THE
MASTER SERVICE AGREEMENT
DEDICATED TRANSPORT SERVICE**

This is a Service Attachment to the Master Service Agreement effective December 7, 2006, ("Agreement" or "2006 Agreement"), between The Office of Information Technology ("OIT") on behalf of the State of Ohio ("the State"), and SBC Global Services, Inc dba AT&T Global Services on behalf of The Ohio Bell Telephone Company ("AT&T" or "Vendor") jointly ("the Parties").

WHEREAS, AT&T desires to include additional services and the corresponding general provisions thereof; and

WHEREAS, the existing DS1, DS3, OC3, OC12, and FibreMANSM ("Dedicated Transport") Services which were purchased pursuant to the Dedicated Transport Attachment dated December 6, 2005 to the Master Agreement dated March 16, 2004 ("2004 Agreement") shall now be provisioned pursuant to this Service Attachment and the Agreement, and

WHEREAS, all existing Dedicated Transport Services, including any new Dedicated Transport Services shall be governed by the terms and conditions of the 2006 Agreement and this Service Attachment, and

WHEREAS, the above named Parties desire to execute this Service Attachment to said Agreement;

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

1. The Addition of Service Attachment 6, Dedicated Transport Service.
2. As of the Effective Date of this Service Attachment, the Dedicated Transport Service Attachment– 12/06/05 to the Network Services Addendum – 12/22/04 to the SBC Master Agreement – 3/16/04 will be discontinued for new orders, and all existing Services shall be governed by the 2006 Agreement and this Service Attachment.
3. The Cost Recovery Fee (as set forth in Section 7) shall not apply to the existing Dedicated Transport Service transitioned from the 2004 Agreement until July 1, 2009.
4. All other terms and conditions of the Master Service Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

**SERVICE ATTACHMENT 6
TO THE
MASTER SERVICE AGREEMENT
DEDICATED TRANSPORT SERVICE**

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

AT&T GLOBAL SERVICES



Signature

Printed Name

GABRIELA RATULOWSKI
Contract Management

Title

3/20/08

Date

74-2782655

Federal Tax ID

0802 db3813 1-5R879J 001.4 RAL# 178634
03/06/08 dsb

STATE OF OHIO, OIT



Signature

Printed Name

R. STEVE EDMORSU

CIO

Title

4/18/08

Effective Date

**SERVICE ATTACHMENT 6
TO THE
MASTER SERVICE AGREEMENT
DEDICATED TRANSPORT SERVICE**

This Service Attachment provides Subscribing Entities with the ability to purchase Dedicated Transport Services that are offered by AT&T.

Additional information regarding these services has been included in Appendix 1 located at the end of this document:

1 Service Overview

Dedicated Transport refers to Dedicated Communications Services (Private Line Services) for intraLATA communications between specified Subscribing Entity locations. These services consist of DS1, DS3, Sonet Point-to-Point (OC3, OC12) and FibreMAN.

2 Service Descriptions

This Section provides a description for each Dedicated Transport Service.

DS1 Service is a digital two-point private line service that provides a bulk transport facility at DS1 speed (1.544 Mbps) for any combination of voice, data, or video channels. This service provides full-duplex (simultaneous two-way) transmission of serial, isochronous digital signals)

DS3 Service is a two-point dedicated service that provides for simultaneous two way transmission of serial, isochronous digital signals at a terminating bit rate of 44.736 Megabits per second (Mbps).

Sonet Point-to-Point Service – Synchronous Optical Network (“SONET”) Point-to-Point Service provides high speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission with the following characteristics:

- **OC-3** Service provides channels operating at the termination bit rate of 155.52 Mbps
- **OC-12** Service provides channels operating at the termination bit rate of 622 Mbps

FibreMANSM Service is a dedicated point-to-point service that provides transport of the customer's data between computer devices at a rate of up to 2 Gbps. FibreMAN extends the connectivity between customer premise sites to enable storage connectivity between servers.

**SERVICE ATTACHMENT 6
TO THE
MASTER SERVICE AGREEMENT
DEDICATED TRANSPORT SERVICE**

3. Service Components

This Section provides an overview of the components that make up each of the Dedicated Transport Services.

- **Local Distribution Channel** – Provides interconnection between the Company Serving Wire Center (SWC) and the customer premises.
- **Channel Mileage** - The mileage between central offices when the circuit end-points are served out of different wire centers.
- **Channel Mileage Termination** – The termination at each central office when the circuit end-points are served out of different wire centers.
- **CO Multiplexer** – This converts the digital circuit into 24 analog DS0-level channels or 24 digital DS1-level channels.

4. Additional Service Information

This section provides additional information regarding the Dedicated Transport Services.

- **Zone 1** – Very high density of business customers. Typically, downtown business districts of very densely populated suburban business districts in major metropolitan areas.
- **Zone 2** – Concentrated areas of businesses. Typically suburban areas of Zone 1 metropolitan areas.
- **Zone 3** – All other areas within a state. Typically, medium and small cities, as well as rural areas.
- **Meet Point Circuits** – Circuits where one end terminates in AT&T's territory and the other end terminates in an Independent Company's territory. That service must be jointly provisioned by AT&T and the Independent Company.
- **IntraLATA** – As part of the Modification of Final Judgment ("MFJ"), the United States was divided into Local Access and Transport Areas ("LATAs") that defined geographic calling areas. The MFJ stipulated that Regional Bell Operating Companies could handle all calls within (Intra) their LATAs, while Interexchange Carriers could handle calls between (Inter) LATAs

**SERVICE ATTACHMENT 6
TO THE
MASTER SERVICE AGREEMENT
DEDICATED TRANSPORT SERVICE**

5. Fee Structure

This Section provides the following information:

- A pricing overview for available service options
- Termination Fee Information

5.1 Service Options

The Pricing Tables, located in Appendix 1, provide the Monthly Recurring Charge (“MRC”) for 24 month service commitment term for the Dedicated Transport Service.

5.2 Early Termination Fee Information

If the Subscribing Entity disconnects a circuit prior to fulfilling a 24 month term commitment for reasons other than those permitted elsewhere in this Attachment, the Subscribing Entity shall be liable for termination liability in the amount of fifty percent (50%) of the monthly rate times the number of months remaining in the current term. In addition to the termination liability set forth above, if a Subscribing Entity terminates a circuit before twelve (12) consecutive months of service is completed, the Subscribing Entity will pay to AT&T an amount equal to the waived Non-Recurring Charge as set forth in Appendix 1 for each such terminated circuit.

6. Service Specific Terms and Conditions

This section contains the additional Terms and Conditions that are specific to the Dedicated Transport services described herein.

6.1 Transition for Existing Subscribing Entity(s)

Subscribing Entity(s) utilizing Services under the existing Dedicated Transport Attachment – 12/06/05 as defined in the first page of this document, will retain existing pricing through June 30, 2009. These Subscribing Entity(s) will be required to place a TSR to move existing services and billing to this Service Attachment 6 for the continuation of Service beyond June 30, 2009. Note: There will be no non-recurring charge, as listed in Appendix 1, associated with the transition of existing services.

6.2 Configuration

The Service shall be configured as set forth in each order placed via the TSR System.

**SERVICE ATTACHMENT 6
TO THE
MASTER SERVICE AGREEMENT
DEDICATED TRANSPORT SERVICE**

6.3 Service Term

The Service Term for the Dedicated Transport Services ordered under this Service Attachment shall be 24 months. In the event that the Service Term of any service ordered under this Service Attachment extends beyond the term of the Service Attachment and/or MSA or termination of the Service Attachment and/or MSA, then the Terms and Conditions of the Service Attachment and/or MSA shall survive with respect to that service until that service expires or is otherwise terminated.

6.4 Rates and Charges

AT&T shall charge, and Subscribing Entity agrees to pay, the appropriate monthly rates and non-recurring charges set forth in Appendix 1 to this Service Attachment except that any existing circuits transitioned to this Service Attachment as set forth in Section 6.1 shall continue to pay the existing rates through June 30, 2009. AT&T reserves the right to reject any service order, or provide ICB rates as defined in Section 11.2.1 Limitations on Service Pricing in the 2006 Agreement.

In the event the Subscribing Entity does not renew the Service upon expiration of the term (as set forth in Section 6.3 above) in accordance with Section 5.2 of the Agreement, the rates for the Service will revert to the month-to-month basis rates then in effect for the Service.

**SERVICE ATTACHMENT 6
TO THE
MASTER SERVICE AGREEMENT
DEDICATED TRANSPORT SERVICE**

7. Cost Recovery Fee

In lieu of the Cost Recovery Fee set forth in Section 9 of the Agreement, AT&T shall pay OIT a flat fee in the amount of \$8 for each new Dedicated Transport circuit that is ordered under this Service Attachment. This fee shall be tracked and billed to the Subscribing Entity by a separate USOC for all new Dedicated Transport Services purchased pursuant to this Service Attachment after the Effective Date. The Cost Recovery Fee is not applicable to existing circuits ordered under the Dedicated Transport Attachment - 12/06/05 to the Network Services Addendum – 12/22/04 to the SBC Master Agreement – 3/16/04 and transitioned to the 2006 Master Service Agreement until July 1, 2009. This fee will be calculated by AT&T each calendar month by counting the number of Dedicated Transport circuits with the specific USOC associated with this fee and multiplying that number by \$8.

8. Service Availability

Contact the AT&T account team for information on Service availability.

9. Taxes, Surcharges, and Governmental Fees

Other charges, such as federal Access Charge, End User Complex Line Port, and Federal Universal Service Fee may apply to the Dedicated Transport Service. The rates for such charges are set forth in the AT&T tariff.

10. Service Level Agreement Requirements

AT&T's Minimum Telephone Service Standards, as set forth in AT&T's Tariff No. 20, Part 2, Section 10 apply to the Dedicated Transport Service.

11. Reporting Requirements

The State can access reports via AT&T's web-based billing analysis tool.

**APPENDIX 1
PRICING TABLE**

This Appendix 1 provides the MRCs for the 24 month service term associated with Dedicated Transport Service.

Service	Description – Service Components	Monthly Recurring Rate	Waived Non-Recurring Charge ²
DS1	Includes one (1) or two (2) local Distribution Channels, Zone 1, 2 or 3, two (2) Channel Mileage Terminations, Zone 1, 2 or 3, and up to ten (10) Channel Miles	\$200.00	\$1,500.00
DS3	Includes two (2) local Distribution Channels, Zone 1, 2 or 3, two (2) Channel Mileage Terminations, Zone 1, 2 or 3, and up to ten (10) Channel Miles	\$1,512.00	\$1,500.00
DS3	Includes two (2) local Distribution Channels, Zone 1, 2 or 3, two (2) Channel Mileage Terminations, Zone 1, 2 or 3, and up to thirty (30) Channel Miles	\$2,300.00	\$1,500.00
SONET OC3 PT to PT	Includes two (2) local Distribution Channels, Zone 1, 2 or 3, two (2) Channel Mileage Terminations, Zone 1, 2 or 3, and up to ten (10) Channel Miles	\$1,832.00	\$1,500.00
SONET OC12 PT to PT	To be determined at the time of service request	To be determined at time of service request	To be determined at time of service request
FibreMAN SM	To be determined at the time of service request	To be determined at time of service request	To be determined at time of service request

²In addition to the termination liability set forth Section 5.2, if a Subscribing Entity terminates a circuit before twelve (12) consecutive months of service is completed, the Subscribing Entity will pay to AT&T an amount equal to the waived Non-Recurring Charge as set forth above for each such terminated circuit.

Note 1: As further described in Section 7, the Cost Recovery Fee is not E-Rate eligible, and is in addition to the charges set forth above.

Note 2: Pricing set forth in Appendix 1 is valid only where AT&T facilities exist. If AT&T facilities do not exist, additional charges may apply which will be fully documented in a written quote.

Note 3: Pricing set forth in Appendix 1 is only valid for intraLATA circuits.

Note 4: Meet point circuits and circuits outside of AT&T's territory are not eligible for the prices set forth in Appendix 1.