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SERVICE ATTACHMENT 16 TO THE MASTER AGREEMENT

AT&T BANDWIDTH SERVICES – CIRCUIT TERM PLAN – ACCESS TO AT&T VPN SERVICE
PRICING SCHEDULE/SERVICE ATTACHMENT

January 11, 2018

SERVICE ATTACHMENT 16

AT&T BANDWIDTH SERVICES – CIRCUIT TERM PLAN – ACCESS TO AT&T VPN SERVICE

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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 Bandwidth Service, 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 for the AT&T Bandwidth Services – Circuit Term Plan – Access To AT&T VPN Service ("BWS") Pricing Schedule/Service Attachment (the "Pricing Schedule/Service Attachment").

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

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Master Customer Number: ST4415

Customer (the "State")	**AT&T**
State of Ohio Department of Administrative Services Street Address: 30 E. Broad Street City: COLUMBUS State/Province: OH Zip Code: 432156142 Country: US	AT&T Corp.
Customer / State Contact (for Notices)	**AT&T Contact** [For AT&T Administrative Use Only]
Notices as specified in Section 14 of the MSA	Name: ANDREW FOX Street Address: 150 E GAY ST City: COLUMBUS State/Province: OH Zip Code: 43215 Country: US Telephone: 614-223-8402 Email: af4086@us.att.com Sales/Branch Manager: DAVID G GINN SCVP Name: RON HOOTS Sales Strata: BCS GEM Sales Region: East **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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1. SERVICES

Service	AT&T Bandwidth Services (BWS) consists of (A) Private Line Service (PLS) within the US and to non-US locations; and (B) Access Channel Service (ACS) within the US and in non-US locations. BWS enables the transmission of voice and data via terrestrial or extraterrestrial media (e.g., digital microwave radio, satellite or fiber optic facilities) over Inter-Office Channels (IOCs) and Access Channels.

Service	Service Publication Location (Appendix A) Link below included for convenience
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

The above described link contains service descriptions of the Service offered by AT&T. The order of precedence among the documents that constitute the agreement between the Parties is specified in the Section 1.15 of the MSA.

1.1 Definitions

Pricing Schedule is synonymous with Service Attachment and includes the Services, the Term, and the pricing (including discounts).

Pricing Schedule Term is the biennium term as defined in the Master Service Agreement.

"Rates and Discounts" refers to the current rates and discounts that have been negotiated and are listed in Appendix A.

"Minimum Payment Period" means the Minimum Payment Period during which Subscribing Entity is required to pay recurring charges for the Service Component. The Minimum Payment Period is 36 months.

A "Service Component" means an individual component of the Service or circuit ordered by Subscribing Entity.

2. PRICING SCHEDULE/SERVICE ATTACHMENT TERM AND EFFECTIVE DATES

Service Attachment/Pricing Schedule Term	The Term shall expire June 30, 2019, or as defined in Section 6 of the Master Service Agreement.

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule/Service Attachment

2.1 Renewal Options

Vendor provide at least 60 days' written notice to Subscribing Entity and the State Network Manager of pending expiration of a Minimum Payment Period for each Service Order. At the conclusion of that 60 day notice period, the expiring circuit or Service Component will revert to the List Rate (not to exceed rate) listed in Appendix A, unless otherwise renewed, orders pending or disconnected by the Subscribing Entity.

3. MARC AND MARC-ELIGIBLE CHARGES

3.1 MARC

MARC under this Pricing Schedule/Service Attachment	None

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4. MINIMUM PAYMENT PERIOD

Minimum Payment Period per Service Component	Service Components
36 months, unless specifically stated in Section 7	Each Service Component, unless specifically stated in Section 7
Start Date of Minimum Payment Period, per Service Component	Installation of the Service Component

5. DISCOUNT

Not applicable

6. PROMOTIONS, WAIVERS, MINIMUM RETENTION PERIODS AND NOTICE OF WITHDRAWAL

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule/Service Attachment

6.2 Waivers

Charges Waived	Month of Service Attachment/ Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waiver Package C as specified in the Service Guide (or Appendix A in this Pricing Schedule/Service Attachment)	N/A	36 Months
Recurring charges for all new and existing DSVPP-Eligible AT&T Access Connections, M24 Multiplexing Office Functions, M28 Multiplexing Office Functions, Access Coordination Functions and T1 Access Channel Clear Channel Capability associated with Services described in Section 1 of this Pricing Schedule/Service Attachment.	Every month	None

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6.3 Other Requirements

6.3.1 Notice of Withdrawal

Service and Service Component Withdrawals during Service Attachment/Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sg_flashPlayerPage/GP
The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule/Service Attachment with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement, at no incremental cost to the Customer The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.	

7. RATES -Rates and charges set forth below are available only with AT&T VPN Services. The Monthly Charges and Installation Charges listed below are per Service Component. Charges stated below per Access Channel are valid for any NPA-NXX where such Access Channels are provisioned from the same Serving Wire Center (SWC CLLI).

7.1 Application of rates and all rate tables in this Pricing Schedule/Service Attachment:

- Service Components, Discounts, and Rates (Monthly Recurring Charges (MRC) and Non-recurring Charges (NRC)) listed herein apply to all orders during the Minimum Payment Period which shall be contained in service orders issued pursuant to this Pricing Schedule/Service Attachment, and may be subject to service availability and AT&T order acceptance.
- Charges for special construction that may be assessed, if needed, will be quoted.
- All quotes shall include the quantity and cost of the Service Components necessary to deliver the Service.
- Non-recurring and Recurring charge types are further defined in Appendix A and will be quoted on the Order.
- The Rates (MRC and NRC) are stabilized as of the Effective Date. The changes will be processed through an Amendment to the Service Attachment. Other Non-recurring Charges will be on an Individual Case Basis (ICB) pricing.

Rate Stabilization per Service Component	Rates are stabilized until the end of the Pricing Schedule Term or the Minimum Payment Period, whichever is longer.

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7.2 T1 Access Channels

T1 Access Channel Monthly Charge		
Mileage	**Fixed**	**Per Mile**
0-10	$265.00	$0.00
11-50	$265.00	$0.00
51-75	$389.00	$0.00
76+	ICB	ICB

Signature page follows

State of Ohio, The Department of Administrative Services WK-TBD- 1-695AJO7V3	For AT&T Administrative Use Only **Master Agreement No.** 20130305-6758 **PRICING SCHEDULE/SERVICE ATTACHMENT No.** _____ **Original Effective Date:** _____ **Effective Date of Amendment:** _____

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The State has requested that AT&T sign this Pricing Schedule/Service Attachment first, and AT&T has agreed to do so. This Pricing Schedule/Service Attachment as signed by AT&T shall be binding upon the State of Ohio signature, and AT&T will begin implementing the Pricing Schedule/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 Pricing Schedule/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 Pricing Schedule/Service Attachment.

In Witness Whereof, the Parties have executed this Pricing Schedule/Service Attachment, 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: Linda Ruesch	By: Robert Blair /kmw
Printed Name: Linda Ruesch	Printed Name: Robert Blair
Title: Sr. Solution Architect	Title: DAS Director
Date: 1/25/2018 VD180P **Federal Tax ID:** 34-0436390	Effective Date: 2/16/18

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APPENDIX A

The following Service Description is included for information only, and are stabilized as of the Effective Date of the Pricing Schedule/Service Attachment.

AT&T Bandwidth Services (BWS) consists of (A) Private Line Service (PLS) within the US; and (B) Access Channel Service (ACS) within the US.

BWS enables the transmission of voice and data via terrestrial or extraterrestrial media (e.g., digital microwave radio, satellite or fiber optic facilities) over Inter-Office Channels (IOCs) and Access Channels.

US Domestic Access Channels

US Domestic Access Channels are furnished in the US Mainland, Alaska, Hawaii, Puerto Rico or the US Virgin Islands.

Access Channels

An Access Channel is an ACS Service Component that generally enables the transmission of voice and data using digital signals (i) between either a Customer Site or a LEC SWC and a designated AT&T POP; or (ii) between two or more Customer Sites via a LEC SWC. Certain ACS Service Components, including VG Access Channels and Television (TV) Access Channels, transmit voice or data using analog signals.

Minimum Payment Period and Termination Charges as specified in section 4

The Minimum Payment Period (MPP) begins on the effective date of the billing for the initial installation of the Service Component. If Customer disconnects a BWS Service Component before the expiration of an applicable MPP. In addition, Customer may be responsible for non-recurring charges, including any special construction charges, and waived or unpaid installation charges.

Waiver Package C as specified in section 6.2

Waived Package Options Table			
Waiver Package	**Service**	**Waived Charges**	**Notes**
Option C	DSVPP-Eligible Services	Installation charges	<OC>
Notes <OC>	For Waiver Package Option - C, Customer will not incur an installation charge for those Service Components that are disconnected in less than thirty-six months if Customer: (1) upgrades the DSVPP Service Component subject to the waiver to a higher speed, (2) replaces the VG Access Channel subject to the waiver with a digital Access Channel, or (3) replaces the PLS Service Components subject to the waiver with FRS. Termination charges based upon the Minimum Retention Period shall not exceed the amount obtained by multiplying the monthly recurring		

Below are the MRC as specified in section 7.1.

Access DS1 Mileage	MRC
1.544Mb - 0-50 miles	$ 265.00
1.544Mb - 51-75 miles	$ 389.00
1.544Mb - 76+ miles	ICB

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APPENDIX A

Total estimated cost for one circuit (AVPN T1 Port + T1 Access)

Service	Monthly Charge	Installation Charge
BWS and AVPN Speed: 1.544Mb	$420.00	$0.00

Service Component	Speed/Type	MRC*	NRC*
AVPN T1 Port(Service Attachment 15)*	1.544Mb	$155.00	$0.00
T1 Access Channel	1.544Mb - 0-50 miles	$ 265.00	$0.00

*MRC=Monthly Recurring Charge, NRC=Non-Recurring Charge
* AT&T still working to itemize applicable taxes and surcharges as required by the State.

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APPENDIX B

Excerpt from AT&T Bandwidth Services Business Service Guide as of September 21, 2017 as an Exhibit to the Pricing Schedule/Service Attachment for State of Ohio Department of Administrative Services.

The use of "Subscriber" and "Subscriber Site" within this document is the equivalent of "Customer" and "Customer Site" as defined in AT&T Business Service Guide General Provisions and Glossary and as used elsewhere in the AT&T Bandwidth Service Guide and other associated AT&T documents.

Stabilization of Service Level Agreement

In the event of any SLA not contained herein, the posted Service Guide, which is incorporated in the AT&T VPN Pricing Schedule/Service Attachment, shall take precedence.

A. Stabilization of Service Level Agreements: On the Effective Date of the Pricing Schedule/Service Attachment signature date, the SLA Terms published in the AT&T Service Publication, as described in the Pricing Schedule/Service Attachment section 1, shall be stabilized upon installation of the Service during the Pricing Schedule/Service Attachment Term ("Stabilized SLA"), unless a More Favorable SLA Term applies.

B. SLA Exclusions: These are not stabilized and may change during the Pricing Schedule/Service Attachment Term SLA Exclusions and Limitations are listed here in Italics for illustrative purposes only, applicable SLA Exclusions and Limitations terms will be found in the then current AT&T Bandwidth Service Guide.

AT&T is not responsible for failure to meet an SLA resulting from:

- *the failure or deficient performance of power, equipment, services or systems not provided by AT&T*
- *delays caused or requested by Customer*
- *service interruptions, deficiencies, degradations or delays due to Customer Equipment*
- *service interruptions, deficiencies, degradations or delays during any period in which AT&T or its agent's are not afforded access to the premises where access lines associated with the Services are terminated*
- *service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance or rearrangement purposes or for the implementation of a Customer order*
- *Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component*
- *Force Majeure Conditions*
- *interruptions which result or continue because of Customer's failure to authorize replacement of any element of Special Construction*
- *In addition, BWS SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under its Service Agreement for the same service interruption, deficiency, degradation or delay, or (b) for service interruptions, deficiencies, degradations or delays not reported by Customer to AT&T, or (c) where Customer reports an SLA failure, but AT&T does not find any SLA failure.*

C. Stabilization of custom terms: Only the custom terms described herein are stabilized.

D. More Favorable SLA Term: A More Favorable SLA Term is an SLA published in the Service Guide that is more favorable to Subscribing Entity than the corresponding Stabilized SLA and shall apply in lieu of the Stabilized SLA.

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APPENDIX B

Service Level Agreements

SLA-1. General BWS SLA Terms

Section Effective Date: 28-Dec-2007

AT&T has established performance objectives for BWS. While AT&T cannot guarantee that these performance objectives always will be met, AT&T will provide credits to Customers when they are not met.

Total credits in a month for a Covered Service Component will not exceed the total discounted monthly charge for that Covered Service Component. Credits may not be carried over to subsequent months.

SLA-2. ACS SLAs

SLA-2.1. ACS Covered Service Components

Section Effective Date: 28-Oct-2015

The Access Channel SLAs cover the following Service Components:
□ US Domestic, T1, and the associated, affected office functions, office connections and features.

SLA-2.2. Interruption Table

Section Effective Date: 28-Oct-2015

For purposes of determining credits based on interruptions, an Access Channel is considered to be interrupted when there has been a loss of continuity or a transmission containing errors, as specified in the table below and in the applicable SLA. An interruption period begins when Customer reports the Access Channel to be interrupted and releases it for testing and repair.
An interruption period ends when the Access Channel is restored.

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Interruption Table			
Service	**Loss of Continuity**	**Transmission Error**	**Notes**
T1	Yes	300 or more seconds of transmission containing errors in a 15 minute period	
Notes:			
<SES>	A Severely Errored Second is a one second interval with 2400 or more bit interleave parity errors detected at the STS Path layer of the incoming SONET signal, or a one-second interval during which (at any point during the second) the alarm indication signal path defect, or loss of pointer path defect, is detected.		

SLA-2.3. US Domestic Access Channel Interruption Credit SLA

Section Effective Date: 28-Oct-2015

If a US Domestic, T1, is interrupted for 30 minutes or more, except for those Access Channels which qualify for the US Domestic Access Channel Service Availability SLA, a credit equal to the portion of discounted monthly charge identified in the Access Channel Table will be given for the affected ACS Covered Service Components. For calculating credits, every month is considered to have 30 days. No credit will be given if the calculated credit amount is less than one dollar.

Interruptions of 24 Hours or Less

Two or more interruptions of 30 minutes or more, during any period up to but not including three hours, will be considered as one interruption.

Access Channel Table	
Length of Interruption	**Interruption Period to be Credited**
Less than 30 minutes	None
At least 30 minutes, but less than 3 hours	1/10 day
At least 3 hours, but less than 6 hours	1/5 day
At least 6 hours, but less than 9 hours	2/5 day
At least 9 hours, but less than 12 hours	3/5 day
At least 12 hours, but less than 15 hours	4/5 day
At least 15 hours, but not more than 24 hours	One day

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Interruptions Over 24 Hours

Interruptions over 24 hours will be credited one day for the first 24 hours and will be credited 1/5 of a day for each three-hour period or fraction thereof after the first 24 hours. No more than one full day's credit will be allowed for any 24-hour period of interruption.

SLA-2.3.1 Access Channel Interruption Credit SLA Credit Calculation

Section Effective Date: 19-Mar-2009

Credits are determined in the following manner:

- Calculate the Average Channel Value by adding the total discounted monthly charges for the all affected ACS Covered Service Components. That sum is then divided by the total number of affected Access Channels to obtain the Average Channel Value.
- Calculate the Average Channel Value for one full day by dividing the Average Channel Value for one month by 30 days: (Step 1 result divided by 30.)
- Multiply the Average Channel Value for one day by the interruption period to be credited (Access Channel Table) in order to determine the credit for one Access Channel: (Step 2 result x interruption period.)
- Multiply the credit for one Access Channel by the number of affected Access Channels affected to determine the credit: (Step 3 result x number of affected Access Channels.)

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APPENDIX B

Custom Termination of AT&T VPN Site with T1 Access for Consecutive SLA Failures

Chronic Service Failure

1.1.1. In the event that AT&T fails to promptly initiate corrective action, or in the event that such corrective action is unsuccessful, Subscribing Entity may, upon written notice to AT&T, terminate without penalty or payment of early termination charges the affected portion of a Service provided under the AT&T VPN Pricing Schedule/Service Attachment that is the subject of a Chronic Service Failure defined as three (3) occurrences on the same Service Component of the same SLA failure within a single calendar month, where such Chronic Service Failure:

(i) has a material and adverse impact on the Subscribing Entity's ability to use the affected Service; and

(ii) is not caused by Force Majeure events, the Subscribing Entity's acts or omissions, or delays or failures of third parties that are not AT&T subcontractors; and

(iii) the Subscribing Entity has reported the service failures on a circuit specific basis to AT&T; and

(iv) AT&T fails to cure the Chronic Service Failure within thirty (30) days following AT&T's receipt of written notice of Customer's intent to terminate under this Section.

1.1.2. Subscribing Entity shall exercise its right to terminate for Chronic Service Failure by written notice to AT&T within thirty (30) days after the end of the third month of the Chronic Service Failure Period. Subscribing Entity shall be deemed to have waived the right to terminate for Chronic Service Failure if Subscribing Entity fails to exercise the right in a timely manner.

End of Document