

**AMENDMENT NO. 13 TO THE CENTREX SERVICE AGREEMENT
TO THE MASTER SERVICE AGREEMENT**

Name of Agreement that is being amended: Centrex Services Agreement to the Master Service Agreement (MSA0021) ("Contract").

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

Applicable AT&T Affiliate(s) and State(s): (hereinafter "AT&T")

The Ohio Bell Telephone Company d/b/a AT&T Ohio

WHEREAS, AT&T and the Department of Administrative Services originally negotiated the Contract on behalf of the State of Ohio on or about December 9, 1992; and

WHEREAS, the parties desire to amend the Contract to extend the term; and modify the pricing

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. By this Amendment the parties hereby agree that the Centrex Service as described herein shall continue to be provided for two additional years beginning July 1, 2017 and ending on June 30, 2019.
2. Pricing is modified as follows:

Service	USOC / Description – Service Components	Monthly Recurring Rate, ea.	Non-recurring Charge, ea (new only)
Centrex	NDC / STANDARD FEATURE CTX LINES - 2 LINE COMMITMENT / DMS	\$ 11.80	\$ 0.00
Centrex	NDU / ELECTRONIC KEY LINE – 2 LINE COMMITMENT / DMS	\$ 11.80	\$ 0.00
Centrex	ZDZ / ISDN CUSTOM LINES - 2 LINE COMMITMENT / DMS	\$ 11.80	\$ 0.00

3. All Orders for Service as well as any cancellations, or modifications to an Order must be made through the State's Ordering System or any similar system in use by the State at the time an Order for Service, cancellation or modification is requested. Therefore, the Vendor will notify the State when an Order is received that was placed outside the State's Ordering System and the Vendor will not accept the Order. If a Vendor accepts an Order outside the State's Ordering System, the State may either withhold payment for the unverified Order or request suspension of the Service occurring due to the unverified Order without penalty to the State.
4. Section 24.0 is modified as follows:
 - Customer will submit a cancellation order in the State's Ordering System and AT&T will establish an effective date for the instruction to disconnect within 5 Business Days (processing days) of receipt. Since this Service is a Month-to-Month Term there will be no Early Termination Fees associated with the disconnection of Service.
 - Section 24.1 and 24.2 are deleted in its entirety.
5. Modify Section 26.0 Notices and Demands as follow:

If intended for Customer:
 Department of Administrative Services
 Office of Information Technology
 Enterprise Information Technology Contracts.
 30 E. Broad Street, 39th Floor
 Columbus, Ohio 43215
 Attn: Enterprise IT Contracts Administrator

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AT&T Account Manager – State of Ohio Account Team
AT&T
150 E. Gay Street, 4th Floor
Columbus, Ohio 43082

6. Add Section for Cost Recovery

The Vendor must pay a Cost Recovery Fee to the State to cover the estimated costs the State will incur administering this Agreement and the Services offered under it.

The Cost Recovery Fee will be 2% of the total quarterly sales reported under this Agreement to all Subscribing Entities, including all State-level entities and all Cooperative Purchasing Members. The Cost Recovery Fee is included in the prices reflected on the Service Attachment and the Vendor may not add a surcharge to orders under this contract to cover the amount of the Cost Recovery Fee. The State will generate notification to the Vendor via email on the last day of the calendar quarter advising the Vendor to complete a revenue reporting form provided by the State within 30 days after the close of the quarter. The State may compare the form provided by the Vendor to information in the State's accounting system, the State's Ordering System, and other records for purposes of verifying the accuracy of the form.

- Examples of calculation of a Cost Recovery Fee:
(Log-In and Password Established for Cost Recovery Contact to Report Sales)

1) (State Entities Only Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 0	\$ 1,584	"Name of Contact"
Q2	\$ 10,392	\$ 0	\$ 208	"Name of Contact"
Q3	\$ 209,105	\$ 0	\$ 4,182	"Name of Contact"
Q4	\$ 74,970	\$ 0	\$ 1,499	"Name of Contact"

2) (State Entities and Cooperative Purchasing Member Sales Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 20,963	\$ 2,003	"Name of Contact"
Q2	\$ 10,392	\$ 4,197	\$ 292	"Name of Contact"
Q3	\$ 209,105	\$ 63,210	\$ 5,446	"Name of Contact"
Q4	\$ 74,970	\$ 1,471	\$ 1,529	"Name of Contact"

3) (Reporting \$0 Sales to both State Entities and Cooperative Purchasing Members)

Note: Reporting still required although sales reported for quarter - \$0

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q2	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q3	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q4	\$ 0	\$ 0	\$ 0	"Name of Contact"

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The Vendor must remit to the State the 2% Cost Recovery Fee within 30 days of receipt of the notice from the State by check to the State of Ohio, Office of Information Technology. The check must be made payable to the Treasurer, State of Ohio, and must be sent to the State at the following address:

**Department of Administrative Services
L-3686
Columbus, OH 43260-3686**

The State will direct the Vendor to the State's in-house reporting system to enter all reporting information to include all State entity sales as well as Cooperating Purchasing sales. To ensure that the payment is credited properly, the Vendor must identify the check as a State of Ohio Cost Recovery Fee and reference this Master Service Agreement and the supporting Cost Recovery Report. Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

If Cost Recovery fee is not paid within 30 days after the end of the applicable reporting period, each party will attempt to resolve the dispute at the earliest possible time and without undue delay. If the parties are unable to resolve the dispute, the Party raising the dispute may provide to the other Party written notice detailing reason for dispute (the 'Dispute Notification'). The Parties will seek to resolve the dispute in accordance with the procedure below:

All disputes will be submitted first to the State's Revenue Share Manager and the Vendor's Account Manager (or equivalent) for resolution. For fifteen (15) days from receipt of the Dispute Notification ('Dispute Date') the State's Revenue Share Manager and the Vendor's Account Manager will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If after the fifteen (15) days identified above, the State's Revenue Share Manager and the Vendor's Account Manager are unable to resolve the dispute, the Parties will then submit the dispute to the State's Financial Analysis Supervisor and to the Vendor's Sales Director (or equivalent) for resolution. For the next fifteen (15) days, the State's Financial Analysis Supervisor and Vendor's Sales Director will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If following the fifteen (15) days in the previous section, the State's Financial Analysis Supervisor and the Vendor's Sales Director are unable to resolve the dispute, the Parties may then submit the dispute to the State's Financial Manager and to the Vendor's Vice President of Sales (or equivalent executive) for resolution. For the next fifteen (15) days, the State's Financial Manager and Vendor's Vice President will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith. If the State's Financial Manager and Vendor's Vice President are unable to resolve the dispute within that time, the Parties will nevertheless continue to retain their rights to initiate formal proceedings hereunder.

The specific format for such discussions will be left to the discretion of the representatives of the State and Vendor responsible for attempting to resolve the dispute, but each Party will involve the business and legal resources reasonably necessary to attempt in good faith to resolve the dispute at the earliest possible time and without undue delay.

If the Parties are unable to resolve the dispute and the dispute involves a claim that the Vendor is noncompliant with its obligations regarding Cost Recovery payment, the State may offset any unpaid cost recovery from any amount owed to the Vendor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of Cost Recovery. If the Parties are unable to resolve the dispute per the processes enumerated in the preceding paragraphs in this Agreement, and the disputes involves a claim that the Vendor is noncompliant with its obligations regarding Cost Recovery payment, the parties shall submit the dispute to third party binding arbitration for resolution, via a mutually agreeable AAA arbitration provider in the State of Ohio.

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OhioDAS
Service Support Solutions

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SR:1-2X0N024
CP1412 5/4/17 RLR 826309v1
Ohio DAS Centrex 2017 Biennium Renewal

S_Telco_or_Master_Amendment v.05/04/09
SR 1-6E4GQ9L CP1412 5/8/17
CP1412 6/6/17

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7. **Add – IRS 1075 Technology Services.** In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows:

Vendor and the State agree that both parties shall review the IRS 1075 Technology Services provisions annually and will update the Agreement to include any necessary language if applicable.

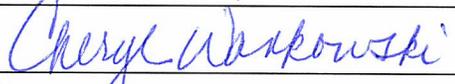
8. **Add – Registration with the Secretary of State.** In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows”

The Ohio Bell attest that they are an Ohio corporation that is properly registered with the Ohio Secretary of State, and upon request will provide such evidence.

This Amendment shall become effective as of the date of the last signature hereto or on the date of last approval by a regulatory agency with jurisdiction over the Amendment that requires approval, whichever is later, 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”).

AT&T (by its authorized representative)	State of Ohio, The Department of Administrative Services
By: 	By: 
Printed Name: Cheryl Wankowski	Printed Name: Robert Blair
Title: Senior Customer Contracts	Title: DAS Director
Date: 6-21-17	Effective Date: 6-27-17

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End of Document

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