

AT&T STATE CONTRACT ORDER FORM EXTENSION AMENDMENT No. 7

This is an Amendment to the AT&T State Contract Order Form ("Contract") by and between AT&T Corp. acting on behalf of the entities providing services hereunder ("AT&T") and the Office of Information Technology ("OIT"), an office within the Department of Administrative Services, on behalf of the State of Ohio ("Customer"). This Amendment shall be effective as of the date of the last signature hereto.

WHEREAS, the Department of Administrative Services originally negotiated the Contract on behalf of the State of Ohio; and

WHEREAS, OIT is now the agency duly authorized to negotiate and enter into Agreements, Addenda, Attachments or Amendments on behalf of the State of Ohio; and

WHEREAS, the Contract was extended and is scheduled to expire June 30, 2009; and

WHEREAS, OIT now requests to extend the contract for an additional twenty-four (24) months for the next biennium which starts July 1, 2009 and ends June 30, 2011.

NOW, THEREFORE, the Parties hereto hereby amend the Contract as follows:

1. Notwithstanding the "Term" section of the Contract which allows Customer to extend the Contract for two (2) twenty-four month periods after the initial expiration on June 30, 2003 and whereas the contract was amended in 2006 to allow for a third twenty-four (24) extension period, the parties hereby agree to extend the Contract for a fourth twenty-four (24) month extension period under the same terms and conditions as modified below. The Contract and all of its amendments are hereby extended through June 30, 2011 to coincide with the State's fiscal year.

2. During this extension period, rates for the installed base will not change. New DS1 circuits may be added utilizing current pricing with a twenty-four (24) month term. New DS3 circuits may be added utilizing the pricing listed below with a twenty-four (24) month term. If a new DS1 or DS3 circuit is terminated or disconnected prior to the end of the 24 month term, termination charges equal to 50% of the Monthly Recurring Charge times the remaining number of months in Agreement shall apply except as provided herein.

Service	Serving Offices	Per Circuit Monthly Charges	Per Circuit Installation Charges	
DS3	2-pt circuits in the State of OH within 20 miles of AT&T PoP	\$3,500.00	\$1,500.00	*Waived
DS3	2-pt circuits in the State of OH over 20 miles of AT&T PoP	\$4,500.00	\$1,500.00	*Waived

*Installation charges for the type of DS3 circuits listed in the above chart will be waived provided the Customer retains Service for a period of twelve (12) months. If the DS3 circuit(s) is/are retained for less than the required 12 month period, the Customer will be billed the previously waived Installation Charges on the Customer's final bill for the terminated/disconnected DS3 circuit(s)

3. The following additional terms and conditions shall be added to the Contract:

Section 6.

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on the Contract, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of the Contract and may result in the loss of other contracts or grants with the State. The Contractor also certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

Section 7.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Section 8.

Equal Employment Opportunity.

- a. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including, but not limited to Ohio Revised Code Section 125.111 and all related Executive Orders.
- b. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://www.das.ohio.gov/Eod/AAEEO.htm>

Section 9.

Billing disputes.

The State or the billed Customer of record shall notify AT&T in writing of any billing disputes within 24 months of the date of the affected invoice or the Customer waives the right to dispute the charges. AT&T may not seek to recover for incorrect charges from the State or the billed Customer of record more than 24 months of the date of the affected invoice. AT&T waives the right to dispute the charges. The foregoing does not apply to disputes that either party received effective notice of before the date of the Extension Period.

Section 10.

Use of MBE and Edge Vendors. The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors

Section 11.

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all applicable security and safety rules, regulations, and policies applicable to people on those premises.

Section 12.

Declaration Regarding Terrorism. Pursuant to Ohio Revised Code Section 2909.33, unless Contractor has been pre-certified, the Contractor must complete a Declaration Regarding Material Assistance/non-assistance to Terrorist Organizations ("Declaration") in its entirety to enter into this Contract and to renew it. (A copy of which is attached hereto as Exhibit A.) If the State discovers that the Contractor submitted a false Declaration to obtain this Contract or any renewal of it, this Contract will terminate for cause, and the State will be entitled to the damages specified in this Contract for such a termination. Should this Contract require renewal for completion of any services the Contractor performs under it or for the State to obtain maintenance for any Deliverable acquired during the term of this Contract, the Contractor must submit a new Declaration as part of that process. The Contractor's failure to submit an acceptable Declaration in such a situation will entitle the State to damages as in the case of a termination of this Contract for cause.

Section 13.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Section 14.

Technology Migration/Upgrade. Customers may elect to migrate to a new Service Component as long as the existing Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period, Term and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period, Term and associated charge for the terminated Service Component; (ii) the upgrade is not restricted in the applicable Service Publication; and (iii) the replacement service is offered by AT&T Corp. However, if the upgraded or migrated services results in a lower monthly recurring charge, then the new termination liability calculation shall be as follows:

(Current Monthly recurring charge - new monthly recurring charge) x 50% x remaining months in term

4. Except as amended herein, the Contract is in full force and effect. If there is a conflict between this Amendment and the Contract, this Amendment shall control with respect to the subject matter hereof.

AT&T Corp., as agent and representative of the
AT&T entities providing services hereunder

State of Ohio,
Office of Information Technology

By: Wendy Geagan

By: Hugh Quill Hugh Quill

Title: Wendy Geagan on behalf of S. Markiewicz

Title: Director, Department of Administrative Services

Date: 1/29/09

Date: 2/6/09

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