

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT  
  
WIRELESS VOICE AND DATA SERVICES**

This is an Attachment to the Wireless Master Service Agreement dated, 3/7/05 "Agreement", between The Office of Information Technology ("OIT") on behalf of the State of Ohio, and Ameritech Mobile Systems, L.L.C. d/b/a Cingular Wireless, a Delaware limited liability Company ("Cingular" and "Vendor").

WHEREAS, OIT desires to include additional Vendor services and the corresponding general provisions thereof; and

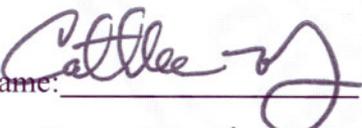
WHEREAS, the parties desire to execute this Attachment to said Agreement.

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

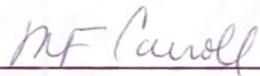
1. The Addition of Attachment 3 –Wireless Voice and Data Services
2. As of the Effective Date of this Attachment, the following Attachments will no longer be in effect:
  - Attachment 1 - Wireless Voice Plan Information, dated 3/7/05
  - Attachment 2 - Wireless Data Plan Information, dated 3/7/05
3. All other terms and conditions of the Wireless Master Service Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

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

AMERITECH MOBILE SYSTEMS, LLC  
d/b/a CINGULAR WIRELESS

Name:   
Title: Director of Contracts  
Date: 11-7-06

STATE OF OHIO, OIT

Name:   
Title: Mary F. Carroll  
Director, Office of Information Technology  
State CIO  
Date: 12/07/06

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT  
  
WIRELESS VOICE AND DATA SERVICES**

This Attachment provides the Subscribing Entity(s) with the ability to purchase all Wireless Voice and Data Services which are offered by the vendor.

**1. Description of Service Options**

The Subscribing Entity(s) will have the following options for purchasing wireless voice and Data services under this Attachment:

**Option 1 – Commercially Available Rate Plans – Voice and Data Services**

These are the standard business or consumer rate plans which are listed on the vendor's website at the following url: [www.cingular.com](http://www.cingular.com)

**Option 2 - Promotional Plans – Voice and Data Services**

These are special plan packages which are made available to all business or consumer customers.

**Option 3 - Custom Quote – Voice and Data Services**

These are quotes which are provided upon request by the Subscribing Entity.

**2. Fee Structure**

This section provides information regarding the fee structure for each option for purchasing wireless voice and data services under this Attachment.

**Option 1 – Commercially Available Rate Plans – Voice and Data Services**

The Subscribing Entity(s) will receive a thirteen percent (13%) discount off the monthly recurring access charge for the selected rate plan. The MRC, Charge per Use Features, Add-on Features, and Equipment Discounts will vary depending on the selected rate plan. Information on plan specifics may be obtained from the account team or by the vendor's website.

**Option 2 – Promotional Plans – Voice and Data Services**

The Subscribing Entity(s) will receive a thirteen percent (13%) discount off the promotional plan's monthly recurring access charge. The MRC, Charge per Use Features, Add-on Features, and Equipment Discounts will vary depending on the promotional plan offering. Information on promotional plan specifics and discount eligibility may be obtained from the account team or by the vendor's website.

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT**

**WIRELESS VOICE AND DATA SERVICES**

**Option 3 – Custom Quote – Voice and Data Services**

The Subscribing Entity(s) will receive the service at the quoted rate. These plan options are not subject to further discounts. Quotes will be provided by the vendor account team and will provide information on the MRC, Charge per Use Features, Add-on Features, and Equipment Discounts.

**3. Standard Plan Feature Information**

This section provides an outline of the Standard Features available for each plan option:

**Option 1 - Commercially Available Plans – Voice and Data Services**

The plan features will vary depending on the selected rate plan. Information on plan specifics may be obtained from the account team or by the vendor's website.

**Option 2 - Promotional Plans – Voice and Data Services**

The plan features will vary depending on the promotional plan offering. Information on promotional plan specifics may be obtained from the account team or by the vendor's website.

**Option 3 - Custom Quote – Voice and Data Services**

The plan features will vary depending on the quote provided by the account team.

**4. Coverage Maps**

Plan coverage areas for both wireless voice and data services will vary depending upon the selected rate plan. Information on plan coverage may be obtained from the account team or by the vendor's website. [www.cingular.com](http://www.cingular.com)

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT**

**WIRELESS VOICE AND DATA SERVICES**

**5. Equipment Discounts**

The Subscribing Entity(s) shall have the following options for purchasing wireless voice or data equipment:

**Option 1 – Published Non-Promotional Consumer Pricing**

The Subscribing Entity(s) shall receive a twenty percent (20%) discount off the published non-promotional consumer price for handsets and twenty-five percent (25%) off the non-promotional consumer price for accessories. Information on handset and accessory non-promotional pricing may be obtained from the account team or from the vendor's website.

**Option 2 - Promotional Pricing**

The handset and accessory pricing will vary depending on the promotional offering. Information on handset and accessory promotional pricing may be obtained from the account team or from the vendor's website.

**Option 3 - Custom Quote**

The handset and accessory pricing will be outlined in the quote provided by the account team and will not be subject to further discounts.

**6. Service Specific Terms and Conditions**

This section contains the additional Terms and Conditions that are specific to wireless voice and data services:

**a) Charges**

- Fixed Percentage Discounts and Rates. Except as expressly stated otherwise in the Attachment, the percentage discount for Wireless Voice and Data service is fixed for the Term of this Attachment, but the vendor may modify the underlying rate to which the percentage discount is applied for new services.
- The monthly recurring access charge will be determined by the published rates on the date when the Subscribing Entity(s) places the order in the TSR system. The Subscribing Entity(s) will receive this rate for the duration of the service, unless they choose to change rate plans.

**b) Provisions of Service**

- Due to the variety of plan options available, the Subscribing Entity(s) will be responsible for reviewing and complying with any provisions that apply to the service. Provisions of service may be obtained from the vendor account team.
- The terms and conditions set forth in the Wireless Master Service Agreement and this Attachment will supersede any provisions specific to a service.

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT**

**WIRELESS VOICE AND DATA SERVICES**

**c) Plan Changes**

Subscribing Entity(s) may change rate plans for wireless voice and / or data services at any time to any available plan option without incurring an additional fee or charge.

**d) Equipment Upgrades**

Subscribing Entity(s) may purchase new equipment at any time and will receive the discounts detailed in Section 5 of this Attachment without incurring any additional charges for the change.

**7. Taxes, Surcharges, and Governmental Fees**

- The Subscribing Entity(s) will pay only taxes, fees, surcharges or assessments to the extent the Subscribing Entity is not exempt from such taxes, fees, surcharges or assessments, and will appear as a separate line item on the invoice.
- Cingular will communicate any additions and/or changes to taxes, surcharges, or assessments in writing to the state at least thirty days (30) in advance of the effective date of the change.
- Information on taxes, fees, surcharges or assessments may be obtained from the account team or by the vendor's website.

**8. Cost Recovery Fee**

In accordance with the Cost Recovery section of the Agreement dated March 7, 2005, a Cost Recovery Fee will be paid on all services purchased under this Attachment. This includes all discounted commercially available, promotional plans, and custom quotes.

The Cost Recovery Fee will include a detail summary sheet indicating how the amount was calculated. In the case the vendor has multiple Attachments which are subject to the Cost Recovery Fee, the detail sheets may be combined with one check.

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT  
  
WIRELESS VOICE AND DATA SERVICES**

The following table has been included as an example of how the Cost Recovery detail sheet will be organized.

<b>Service Attachment 1</b>				
	<b>Total Sales</b>	<b>Taxes, Fees, Credits</b>	<b>Adjusted Sales</b>	<b>Cost Recovery Amount</b>
<b>Month 1</b>	\$5,000.00	\$250.00	\$4,750.00	\$95.00
<b>Month 2</b>	\$10,000.00	\$500.00	\$9,500.00	\$190.00
<b>Month 3</b>	\$15,000.00	\$750.00	\$14,250.00	\$285.00
<b>SA 1 Totals</b>	\$30,000.00	\$1,500.00	\$28,500.00	\$570.00

<b>Service Attachment n</b>				
	<b>Total Sales</b>	<b>Taxes, Fees, Credits</b>	<b>Adjusted Sales</b>	<b>Cost Recovery Amount</b>
<b>Month 1</b>	\$10,000.00	\$500.00	\$9,500.00	\$190.00
<b>Month 2</b>	\$15,000.00	\$750.00	\$14,250.00	\$285.00
<b>Month 3</b>	\$20,000.00	\$1,000.00	\$19,000.00	\$380.00
<b>SA n Totals</b>	\$45,000.00	\$2,250.00	\$42,750.00	\$855.00

<b>Contract Totals</b>				
	<b>Total Sales</b>	<b>Taxes, Fees, Credits</b>	<b>Adjusted Sales</b>	<b>Cost Recovery Amount</b>
<b>Month 1</b>	\$15,000.00	\$750.00	\$14,250.00	\$285.00
<b>Month 2</b>	\$25,000.00	\$1,250.00	\$23,750.00	\$475.00
<b>Month 3</b>	\$35,000.00	\$1,750.00	\$33,250.00	\$665.00
<b>Grand Total</b>	\$75,000.00	\$3,750.00	\$71,250.00	\$1,425.00

Note: Service Attachment n will be repeated for each additional Service Attachment.

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT**

**WIRELESS VOICE AND DATA SERVICES**

**9. Reporting Requirements**

Reports will be provided to the state monthly for each type of wireless voice and data service provided hereunder. Reports shall be submitted in electronic format, and at a minimum, will contain totals for the following information for wireless voice and data services:

**Financial Information**

- MRC
- Usage Charge
- Overage Charge
- Long Distance Charge
- Roaming Charge
- Taxes/Fees
- Equipment Purchases
- Credits
- Grand Totals

**Usage Information**

- Peak
- Night and Weekend
- Roaming
- Long Distance
- Total
- Number of users by rate plan

This information will then be recapped as outlined in the following reporting hierarchy:

<i>Level 0</i>	Entire Contract					
<i>Level 1</i>	Executive Branch	Legislative Branch	Judicial Branch	Cooperative Purchasing		
<i>Level 2</i>	ABC's Contract Mandatory	ABC's Contract Optional		Higher Education	K-12 & Libraries	Cooperative Purchasing Members
<i>Level 3</i>	Individual ABC			Individual Colleges & Universities	Individual School Districts & Libraries	Individual Co-op Members
<i>Level 4</i>	Division or Work Group Level					
<i>Level 5</i>	Account Level					
<i>Level 6</i>	BTN Level					

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT**

**WIRELESS VOICE AND DATA SERVICES**

Data will also be available following the service plan option format outlined in Section 1 of this document.

- Option 1 - Commercially Available Plans – Voice and Data Services
- Option 2 - Promotional Plans – Voice and Data Services
- Option 3 - Custom Quote – Voice and Data Services

**Quarterly Inventory Report** - The vendor will provide the state with an inventory of lines for all Subscribing Entity(s) consisting of the following information:

- Master Account Number
- Subscribing Entity Account Number
- Mobile Number
- Subscribing Entity Name
- User Name
- Begin Service Date
- End Service Date
- Equipment Product ID
- Equipment Description

**10. SLA Requirements**

- No specific Service Level Agreements (“SLA”) apply to Vendor’s wireless services as provided hereunder.
- To receive a credit for dropped calls, the user must notify customer support within 30 days of the date the call is dropped.

**11. Billing Conversion Plan**

The objective of the Billing Conversion Plan is to ensure that all existing Subscribing Entity(s) agreements for the same wireless services as provided herein receive the appropriate discount and are included in the Cost Recovery Fee calculations. In order to receive the discounts outlined in Section 2 of this Attachment for services established prior to the effective date of this Attachment, the Subscribing Entity(s) will be required to submit a TSR request. The discounted rates available herein will effective on the date the TSR request has been submitted by the Subscribing Entity(s). Cingular will not issue credits to compensate for any difference between previously authorized discounts and discounts provided herein prior to TSR request submitted by the Subscribing Entity(s).

**ATTACHMENT 3  
TO THE  
WIRELESS MASTER SERVICE AGREEMENT**

**WIRELESS VOICE AND DATA SERVICES**

This section provides a high level outline of activities required by Cingular and OIT to convert the existing services.

**Step 1 – Identification of Subscribing Entity(s)**

Cingular will work with the state to determine the Subscribing Entity(s) as defined in Section 1 of the Agreement, that currently have Cingular wireless voice and/or data services.

**Step 2 – Categorize Subscribing Entity(s)**

To facilitate the reporting requirements as outlined in Section 9, herein, OIT will provide Cingular with a spreadsheet for all current TSR users. This spreadsheet shall include, at a minimum, the names and codes for all Subscribing Entity(s). This spreadsheet shall also identify the Subscribing Entity(s) as being either a state or Cooperative Purchasing Member, and if for a state Subscribing Entity, identify the branch of government as Executive, Legislative, or Judicial and qualify if the use of the Agreement for purchasing telecommunication services is mandatory or optional.

The state will work with Cingular to categorize new Subscribing Entity(s) as they are added to the TSR system.

**Step 3 – Update Vendor Billing System(s)**

Using the information provided by the state in Step 2, Cingular will update its billing system in order to provide reporting information in the hierarchy detailed in Section 9, herein.

To facilitate reporting continuity, all new and converted accounts will be put on the same month end billing cycle.

**Step 4 – Communication Plan**

The state will work with Cingular to develop a communications plan to notify all Subscribing Entity(s) as identified in Step 1 above of the new discounts available under this Attachment.