

**AMENDMENT
TO THE SYNCHRONOUS OPTICAL NETWORK INFRASTRUCTURE CONTRACT
BY AND BETWEEN
AMERITECH CUSTOM BUSINESS SERVICES
AND THE STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE AGENCIES OF THE STATE OF OHIO**

This document is an Amendment (the "Amendment") to the Synchronous Optical Network (SONET) Infrastructure Contract (the "Contract") between Ameritech Custom Business Services, a division of Ameritech Services, Inc. ("Ameritech") and the Department of Administrative Services, on behalf of agencies of the state of Ohio (the "Customer").

For the purposes of the SONET OC-3 service (the "Service") to be installed at Customer locations at the State of Ohio Computer Center, 1320 Arthur Adams, Columbus, Ohio, and the Emergency Operations/Joint Dispatch Facility, 2855 Dublin Granville Road, Columbus, Ohio, the following provisions apply:

1. Ameritech will split the billing for the Service between the Department of Administrative Services' Multi-Agency Radio Communications System (DAS-MARCS) and the Ohio Emergency Management Agency (EMA) in accordance with the itemization attached hereto as Schedule A. DAS-MARCS and EMA are jointly and severally liable for the obligations incurred under this Amendment.
2. The term of this Amendment ends at the end of the current biennium, June 30, 2001. Like the Contract, this Amendment may be renewed for successive bienniums up through February 2006. The term of this Amendment may not extend beyond June 30, 2001. The term of any future renewal may not exceed two years.
3. Each Agency understands that the Service consists of components being invoiced to it as well as the other agency, and that the Service cannot be provided without the components of both agencies. If one agency no longer wishes to pay for their portion of the Service, it may only do so if the other agency agrees to pay the total monthly amount for the Service and receive the components, so that the Service is whole within that agency.
4. This Service may be terminated by DAS-MARCS and EMA, jointly, at any time by giving Ameritech at least thirty (30) days prior written notice.
 - a. If DAS-MARCS and EMA jointly terminate the Services, as provided herein, prior to the Service becoming operational, DAS-

MARCS and EMA agree to pay Ameritech for its engineering, labor, material and equipment costs incurred up to the date of receipt of the written notice of intent to terminate from DAS-MARCS and EMA. The costs assessed by Ameritech will not exceed one hundred ninety-four thousand dollars (\$194,000.00) and will be paid by DAS-MARCS and EMA in the same percentages as shown on Schedule A attached.

- b. If DAS-MARCS and EMA jointly terminate this Service for any reason other than good cause or non-appropriation of funds for this purpose, after the Service has become operational, DAS-MARCS and EMA agree to pay Ameritech sixty per cent (60%) of the monthly rate shown on Schedule A, times the number of months remaining in the term of this Amendment. This total cost will be paid by DAS-MARCS and EMA in the same percentages as shown on Schedule A attached.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year indicated below:

AMERITECH CUSTOM BUSINESS SERVICES, A DIVISION OF AMERITECH SERVICES, INC.

STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES

By: DeAnn I. Skinner
DeAnn I. Skinner

By: C. Scott Johnson
C. Scott Johnson

Title: Senior Account Manager

Title: Director

Date: 1-28-00

Date: 2/28/00

OHIO DEPARTMENT OF PUBLIC SAFETY
EMERGENCY MANAGEMENT AGENCY

By: Maureen O'Connor
Maureen O'Connor

Title: Lt. Governor/Director

Date: 2-7-00

OK
D. Butler
1/28/00

Schedule A

3-Node SONET Ring (EOC/JDF, SOCC, Columbus 22 CO)

Shared Ring Billing

MARCS Monthly Charges

<u>Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
SOCC OC-3 Node	1	\$1,050.00	\$1,050.00
EOC/JDF Node	1	\$1,050.00	\$1,050.00
Mileage (24 total)	19	\$154.00	\$2,926.00

*Monthly Ring Charges:	\$5,026.00
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EMA Monthly Charges

<u>Item</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
Central Office Node (22 CO)	1	\$720.00	\$720.00
Mileage (24 total)	5	\$154.00	\$770.00

*Monthly Ring Charges:	\$1,490.00
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* Does not include DS1 ports on ring. DS1 ports are \$45.00 monthly (2 required per circuit).