

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

12/8/2011

CHANGE NOTICE NO. 42
TO
CONTRACT NO. 071B3001358
(Supersedes Contract No.)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR AT&T Global Services Previously – DBA SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com		TELEPHONE Robert O'Brien (517) 334-3614
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide		
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2012		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
ALTERNATE PAYMENT OPTIONS: ☒ P-card ☒ Direct Voucher (DV) ☐ Other		
MINIMUM DELIVERY REQUIREMENTS N/A		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

The attached updated Pass Through Charges are hereby incorporated into this contract.

All other items, pricing, terms and conditions remain unchanged.

AUTHORITY/REASON:

Per DTMB Purchasing Operations change notice issued 12/9/2011 and Vendor quote dated 11/8/2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Exhibit A - Pass Through Charges
 (For modification of these charges, see, MSC
 section 25.9)

11/8/2011

	Description	Monthly Recurring
USOC	For Primes	
9ZR66	Federal Access Charge	\$40.35
9ZD	Federal Complex Line Port Charge	\$23.30
9PZLX	Federal Universal Service Fee	\$10.77
	Michigan State Access Fund Surcharge	0.62%
	For BRI	
9ZR	Federal Access Charge	\$8.07
9ZD	Fed Complex Line Port Charge	\$2.37
9PZL1	Federal Universal Service Fee	\$1.59
	For Pots (unless noted)	
	Federal No PICC Inward Only	\$2.85
9PZBU	Regulated Lines Federal Universal Service Fee	\$1.50
9ZR	Federal Access Charge	\$8.07
	911 Charges	Varies by Geographical Area
VARIES		
9PZLX	Centrex Federal USF/line	\$0.20
9PZLX	ADTS Federal Universal Service Charge	\$10.95
9PZPX	PBX Federal Universal Service Charge	\$1.65
9PZLM	Multi Line Business Federal Universal Service	\$1.25
	For Frame Relay/ATM	
	Federal USF	15%
	For Long Distance	
	Universal Service Charge	15%
	Regulatory Surcharges	0.10%
	For Directory Assistance	
	Directory Assistance Call Completion	\$2.68 Per Call completion
	Information-to home area information	\$2.68 Per Call
	National Directory	\$2.99 Per Call
	Reverse Directory	\$2.99 Per Call
	Operator Handled calls to information	operator surcharge + \$2.99 Per Call
	Collect or Third party billed	operator surcharge + call Per Call depends on directory requested
	Foreign Directories	

FOR THE CONTRACTOR:

AT&T Global Services

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Brownlee, Chief Procurement Officer

Name/Title

IT Division

Division

Date

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 22, 2011
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 41
TO
CONTRACT NO. 071B3001358
(Supersedes Contract No.)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR AT&T Global Services Previously – DBA SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com		TELEPHONE Robert O'Brien (517) 334-3614
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide		
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2012		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
ALTERNATE PAYMENT OPTIONS: ☒ P-card ☒ Direct Voucher (DV) ☐ Other		
MINIMUM DELIVERY REQUIREMENTS N/A		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

OPT-E-Man services are hereby added for the following locations per the attached:

The Customer location for new OPT-E-MAN® Service is as follows:

- 14333 Woodrow Wilson St Detroit MI 48238
- 14634 Mack Avenue Detroit MI

All other items, pricing, terms and conditions remain unchanged.

AUTHORITY/REASON:

Per DTMB Purchasing Operations change notice issued 9/22/2011 and Vendor quote dated 8/22/2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00



20110819-0062

AMENDMENT TO MASTER SERVICES CONTRACT - 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

This Amendment to Master Services Contract - 071B3001358 (the "Amendment") is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

WITNESSETH

WHEREAS, AT&T and Customer entered into Master Services Contract - 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003 as from time to time amended (the "Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service for the designated locations set forth herein.
2. Term. The additions shall be co-terminus.
3. The Customer location for new OPT-E-MAN® Service is as follows:
 - 14333 Woodrow Wilson St Detroit MI 48238
 - 14634 Mack Avenue Detroit MI
4. As a result of the new service installation, Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity		Unit Discount Pricing		Total Discount Price	
Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC	MRC	NRC
Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00	\$ 400.00	\$0.00
CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Basic Connection 10/100 Mbps / P9FEX	1	\$ 663.00	\$0.00	\$ 663.00	\$0.00	\$ 663.00	\$0.00
CIR - 5 Mbps (Silver) / R6EAC	1	\$ 552.50	\$0.00	\$ 552.50	\$0.00	\$ 552.50	\$0.00
Total				\$ 2,315.50	\$0.00		

5. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
6. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.



Customer (by its authorized representative)		AT&T (by its authorized representative)	
By:		By:	
Printed or Typed Name:		Printed or Typed Name:	GABRIELA RATULOWSKI LEAD - CUSTOMER CONTRACTS
Title:		Title:	
Date:		Date:	8-22-2011

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 15, 2011

CHANGE NOTICE NO. 40

TO

CONTRACT NO. 071B3001358

(Supersedes Contract No.)

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF VENDOR AT&T Global Services Previously – DBA SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com		TELEPHONE Robert O'Brien (517) 334-3614
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide		
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2012		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
ALTERNATE PAYMENT OPTIONS: ☒ P-card ☒ Direct Voucher (DV) ☐ Other		
MINIMUM DELIVERY REQUIREMENTS N/A		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, the Company and Buyer contact information are updated here for the AT&T component of the LINK MI joint contract agreement.

AUTHORITY/REASON:

Per DTMB Purchasing Operations 8/15/2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET February 16, 2011
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 39
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430 VENDOR NUMBER BUYER/CA (517) 335-3804 Steve Motz
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002 VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2012	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached items and related pricing for the Pyix Mobile Platform are hereby incorporated into this contract with no additional modifications in pricing, term or contract value. Contract 071B3001358 terms and conditions, including Contract Period; remain in full force and effect.

AUTHORITY/REASON:

Per agency request Jack Harris and vendor quote dated 1/26/2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

SIGNATURES:

State of Michigan
(by its authorized representative)

AT &T
(by its authorized representative)

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T MA Reference No. 071B3001358

AT&T SYNAPTIC HOSTING SERVICE
PRICING SCHEDULE

Customer	AT&T	AT&T Sales Contact
State of Michigan 500 S Capitol Ave Lansing Michigan 48933 United States	AT&T Corp	☒ Primary Contact Name: Robert O Brian Telephone: 517-334-3614 Fax: 517-334-3691 Email: ro6361@att.com
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Steve Motz Title: Buyer 500 S Capitol Ave Lansing Michigan 48933 United States Telephone: 517-241-3215 Fax: Email: motzs@michigan.gov Customer Account Number or Master Account Number: 071B3001358	2500 Riva Road, Attention Legal Dept Annapolis MD 21401 USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Telephone: Fax: Email: Agent ID:

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

**AT&T SYNAPTIC HOSTING SERVICE
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Synaptic Hosting Service	http://www.corp.att.com/cabs/serviceguide/docs/ah_sg.pdf

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	12 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule or Service Activation Date, whichever is later
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule or Service Activation Date, whichever is later

3. MARC AND MARC-ELIGIBLE CHARGES

MARC under this Pricing Schedule	There is no MARC under this Pricing Schedule, and any Services provided hereunder do not contribute towards any MARC under any other agreement with AT&T.
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4. MINIMUM PAYMENT PERIOD

Service Component(s)	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	100%	Until the end of the Pricing Schedule Term

5. INTERNET DATA CENTER LOCATION

AT&T Synaptic Hosting Service will be provided to Customer from the following Internet Data Center:

Piscataway	☒
San Diego	☐
Amsterdam	☐
Singapore	☐

6. SERVICE COMPONENTS ORDERED

AT&T PROVIDED THIRD-PARTY SOFTWARE	Windows 2008 64-bit Operating System Microsoft SQL 2008 Standard Edition for four (4) CPUs Anti-Virus Software
FRONT END CONNECTIVITY	Bandwidth: One (1) Mbps, Burstable to 10Mbps.
FIREWALLS	One (1) Virtual firewall Three (3) VLANs
2-FACTOR AUTHENTICATION	Three (3) Secure ID fobs for server access
SITE TO SITE VPN	One (1) Site-to-site VPN
STORAGE	Storage: 175 GB Total Amount of Protected Storage (across all servers): (175 GB)

AT&T and Customer Confidential Information

Page 2 of 4

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synaptic_hosting_service_pricing_schedule v 6.25 2010

**AT&T SYNAPTIC HOSTING SERVICE
PRICING SCHEDULE**

BACKUP	40 GB of BU-3
ADDITIONAL SERVICE	☒ Virus Protection software on two servers ☐ Local Load balancing ☒ SSL Acceleration ☐ DNS for URLs ☒ MS SQL 2008 Standard Edition Installation on two servers

7. SERVER SPECIFICATIONS

QUANTITY	SERVER CONFIGURATION	OPERATING SYSTEM	SERVER MANAGEMENT LEVEL
1	2pCore x 2 GB RAM	Windows 2008 Standard Edition – 64-bit	OS Management
1	2pCore x 16GB RAM	Windows 2008 Standard Edition – 64-bit	OS Management

8. RATES & CHARGES

For Synaptic Hosting Services

PART NUMBER	DESCRIPTION	AMOUNT
1268 - Synaptic Hosting Basic	Upfront Fee (one-time charge)	\$ 4,890
1239 - Synaptic Hosting Basic	Synaptic Hosting Services Fee (monthly charge)	\$ 4,185

For Excess Bandwidth

PART NUMBER	DESCRIPTION	AMOUNT
053 - Synaptic Hosting Basic	Per Mbps for greater than 10 Mbps	\$ 450

For Additional pCORE/RAM

PART NUMBER	ADDITIONAL pCORE	ADDITIONAL RAM
1239 - Synaptic Hosting Basic	\$ 250 per pCORE per month	\$ 80 per GB per month

**AT&T SYNAPTIC HOSTING SERVICE
PRICING SCHEDULE**

9. ADDITIONAL TERMS AND CONDITIONS

9.1 Customer Affiliates

Unless otherwise specified herein, AT&T's in-country Affiliates will invoice Customer's in-country Affiliates for all Services under this Pricing Schedule. Activation of Service is therefore contingent upon Customer's accurate communication to AT&T at the time of ordering of the following information, with respect to each Customer Affiliate in the countries noted in the pricing section.

- Legal Entity Name
- Appropriate tax identification number or reference
- Registered Address
- Billing Address
- Contact Information (including telephone, fax, e-mail and postal address)

9.2 Both parties agree to comply with privacy laws applicable to their respective businesses. Customer shall obtain any User consents legally required relating to handling of User's Content. If Customer believes that, in the course of providing Services under this Agreement, AT&T will have access to data Customer does not want AT&T personnel to comprehend, Customer should encrypt such data so that it will be unintelligible.

Facility/Site/IDC	Piscataway
Order Type	New
TCF Approved Date	02/15/2011
Reference ID	20110112DL42000
Contract U#	U0890057
Contract Created Date	02/15/2011
ATTUID	CH0262

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 18, 2010

CHANGE NOTICE NO. 38
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430 VENDOR NUMBER BUYER/CA (517) 335-3804 Steve Motz
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002 VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2012	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

This change notice hereby provides the following modifications to this contract with no additional modifications to contract pricing schedules. Contract 071B3001358 terms and conditions, including Contract Period; remain in full force and effect.

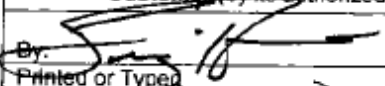
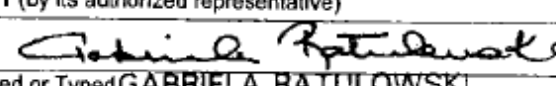
1. Provides Opt-E-Man connections for new sites, located at 25700 W. 8 Mile Rd, Southfield, MI; and 1060 W. Fort Street, Detroit, MI.

1060 W. Fort Street:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service for the designated location set forth herein.
2. Term. The changes to the current contract environment set forth herein are pursuant to a new twenty-four (24) month contract term commitment.
3. The Customer location for new OPT-E-MAN® Service is as follows:
 - 1060 W. Fort Street, Detroit, MI, 10/100 Base T, CIR 100 Mbps, CLLI: DTRZMIAV
4. As a result of the new service installation, Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 100 Mbps (Silver) / R6ELC	1	\$ 800.00	\$0.00	\$ 800.00	\$0.00
Total					\$ 1,200.00	\$0.00

5. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
6. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

Customer (by its authorized representative)		AT&T (by its authorized representative)	
By: 	By: 		
Printed or Typed Name: Sergio Paneque	Printed or Typed Name: GABRIELA RATULOWSKI		
Title: Senior Chief Deputy Director DTMB	Title: LEAD - CUSTOMER CONTRACTS		
Date: 10/18/10	Date: 10/15/10		

25700 W. 8 Mile Rd:

3. The Customer location for new OPT-E-MAN® Service is as follows:
- 25700 W 8 Mile Rd, Southfield, MI, 10/100 Base T, CIR 50 Mbps, CLLI: SFLEMITXH00
4. As a result of the new service installation, Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Total					\$ 1,100.00	\$0.00

5. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
6. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

2. Provides an updated Product Code (USOC) on Central Office Price List to reflect AT&T's new, enhanced, Voicemail platform (pricing unchanged).
3. Provides an updated Product Code (USOC) on Centrex Price List to reflect AT&T's new, enhanced, Voicemail platform (pricing unchanged).

AUTHORITY/REASON:

Per agency request and vendor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Custom AT&T Central Office Services Price Sheet

USOC	Description	Monthly Recurring	Non Recurring
Lines			
1MB	Rate Band A	\$6.91	\$42.25**
1MB	Rate Band B	\$6.91	\$42.25**
1MB	Rate Band C	\$6.91	\$42.25**
	Local calls-charge per local call	\$0.045/call	\$42.25**
TMC	Combination Trunk	\$9.54	\$42.25**
TMU	Trunk Outward	\$9.54	\$42.25**
TMB	Business Trunk/PBX Trunk	\$9.54	\$42.25**
TDD	Direct Inward Dialing Trunk	\$9.54	\$42.25**
NDT	Direct Inward Dialing Trunk Termination	\$11.62	\$42.25**
US1BB	Unified Messaging	\$7.60	\$0.00
Analog Circuits			
T6E2X	2 wire Local Distribution Channel	\$35.00	\$700.00**
T6E4X	4 wire Local Distribution Channel	\$37.00	\$700.00**
1L5XX	Analog IOF Mileage	\$1.00	\$0.00
BCND4	Central Office Bridging, per Port	\$7.00	\$0.00
CM6	Central Office Termination	\$13.00	\$0.00
Digital Base Rate			
T6ECS	Local Distribution Channel	\$68.00	\$0.00
CM6	Channel Mileage Termination	\$11.00	\$0.00
1L5XX	Mileage	\$0.90	\$0.00
B5NGF	Bridging	\$19.63	\$0.00
DS-1			
TZ4X1	Zone 1 Local Distribution Channel	\$110.00	\$0.00
TZ4X2	Zone 2 Local Distribution Channel	\$110.00	\$0.00
TX4X3	Zone 3 Local Distribution Channel	\$110.00	\$0.00
CZ4X*	Channel Mileage Termination	\$32.00	\$0.00
1YZX*	Mileage	\$9.00	\$0.00
QM3X*	CO Muxing	\$175.00	\$0.00
DS-3			
TZUP2	Local Distribution Channel Zone 2	\$781.33	\$0.00
TZUP3	Local Distribution Channel Zone 3	\$811.29	\$0.00
CZ4X2	Channel Mileage Termination Zone 2	\$211.12	\$0.00
CZ4X3	Channel Mileage Termination Zone 3	\$211.12	\$0.00
1YZX2	Channel Mileage Zone 2	\$30.34	\$0.00
1YZX3	Channel Mileage Zone 3	\$47.57	\$0.00
QM3X2	CO Muxing Zone 2	\$381.15	\$0.00
QM3X3	CO Muxing Zone 3	\$381.15	\$0.00
ISDN Prime			
ZPAZD	ISDN Prime Custom	\$241.36	\$0.00
ZPQZD	ISDN Prime National	\$241.36	\$0.00
TZ4X*	Local Distribution Channel all zones	\$100.00	\$0.00
ISDN Direct (BRI)			
P2B	Network Access Line	\$5.25	\$50.00**
BSB1D	Alternate CSV/CSD Per B channel	\$7.00	\$10.00**
P2L	ISDN Direct service	\$14.57	\$42.00**

Custom AT&T Centrex Price Sheet

USOC	Description	Monthly Recurring	Non Recurring
2PV	2 Wire Loop Termination	\$2.00	\$0.00
A82	UCD Station, Per Station	\$0.00	\$0.00
A9D	Assume Dial 9 - Station	\$0.00	\$0.00
AKG1X	Auth Codes Sys Initial 100 Count	\$1.00	\$0.00
AQA	Incoming Call Queue Slots	\$1.80	\$0.00
AQDPG	Auto Call Distribution Per Group	\$22.53	\$475.00
AQJPG	ACD Deluxe Per Group	\$30.63	\$0.00
AR9	ARS Initial Pattern	\$0.00	\$0.00
ARH	ARS Additional Pattern	\$0.00	\$0.00
C8EPN	800 Transfer Single Line	\$20.00	\$0.00
CYA1X	Common Equip/Sys 2-50 Lines	\$0.00	\$0.00
CYA2X	Common Equip/Sys 51-100 Lines	\$0.00	\$0.00
CYA3X	Common Equip/Sys 101-200 Lines	\$0.00	\$0.00
CYA4X	Common Equip/Sys 201-500 Lines	\$0.00	\$0.00
CYA5X	Common Equip/Sys 501+ Lines	\$0.00	\$0.00
D1E1X	DS1 Private Facility Termination	\$270.75	\$0.00
EBB	ACD Per EBS Agent Position	\$3.57	\$0.00
EBT	ACD Elec Bus Supv Set	\$14.22	\$0.00
EQ6	Sta Cont'd Dial 6 Port per Sta	\$0.00	\$0.00
ESD	Multipath Call Fwd per System	\$0.00	\$0.00
ESY79	Premium Feature Package	\$0.30	\$0.00
HPD1X	Ctx Open Interface Per DS3-1	\$442.00	\$0.00
BSB5X	ISDN Cir Sw Voice per B Chnl	\$4.00	\$0.00
BSB6X	Circuit Switch Data per B Chnl	\$5.00	\$0.00
MA8	Secondary Directory Appearance		
	1 Per EBS Set	\$0.15	\$0.00
MA8	Multiple Appearance Dir Number	\$0.15	\$0.00
NG9PC	Attendant Console Opera. Per console	\$80.00	\$0.00
NSD	Centrex Caller ID 1-6 Lines	\$0.00	\$0.00
NSD	Centrex Caller ID 7-11 Lines	\$0.00	\$0.00
NSD	Centrex Caller ID 12-19 Lines	\$0.00	\$0.00
NSD	Centrex Caller ID 20-95 Lines	\$0.00	\$0.00
NSD	Centrex Caller ID 96+ Lines	\$0.00	\$0.00
NUE	Electronic Key Line	\$3.75	\$57.00
NUM	Basic Intercommunication		
	500+ line category	\$1.91	\$0.00
RKQ	UCD Delay Anncmt Per Cust Grp	\$0.00	\$0.00
RSD	Initial Rec Storage	\$51.50	\$0.00
SMQPS	Message Signal Interface Serv	\$0.00	\$0.00
SOT	Secondary Dir Number per System	\$0.50	\$0.00
SXP	Exchg Access Area A&B 1-25 Lines	\$5.00	\$42.25
SXP	Exchg Access Area A&B 26-199	\$5.00	\$42.25
SXP	Exchg Access Area A&B 200-499	\$5.00	\$42.25
SXP	Exchg Access Area A&B 500-999	\$5.00	\$42.25
SXP	Exchg Access Area A&B 1000+ Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 1-25 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 26-199 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 200-499 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 500-999 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 1000+ Lines	\$5.00	\$42.25
SXP	Exchange Access ICB 1-8999 Lines	\$5.00	\$42.25
UQZPG	UCD per UCD Group	\$0.00	\$175.00
ZCFPR	Datapath Access Per System	\$0.00	\$0.00
ZCFPR	Data Call Protection	\$0.00	\$0.00
ZCQMD	Cig Name Display on Intercom		
	Per Display Set	\$0.25	\$0.00
ZMYAV	Visual Message Waiting Indicator, single line	\$0.00	\$0.00
ZNZ	ISDN National Line - Intercom		
	50+ Line Category	\$7.92	\$0.00
ZSCC3	Speed Calling - 30	\$0.30	\$0.00
ZSCC5	Speed Calling - 50	\$0.30	\$0.00
ZSCC7	Speed Calling - 70	\$0.30	\$0.00
ZDMDB	Do Not Disturb per Line	\$0.00	\$0.00
US1BB	Unified Messaging	\$7.60	\$0.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 26, 2010

CHANGE NOTICE NO. 37
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430 VENDOR NUMBER BUYER/CA (517) 335-3804 Steve Motz
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002 VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell VENDOR NUMBER BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2012	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #37
Page 2

NATURE OF CHANGE (S):

The attached Addendum to Master Services Contract (MSC) for Basic Customer-Provided Access (BCPA) and the attached AT&T Managed Internet Service Pricing Schedule are hereby incorporated into this contract with no modifications to the terms and conditions.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00



Exhibit B, Statement of Work B-2

ADDENDUM TO MASTER SERVICES CONTRACT (MSC) # 071B3001358

**BUILDING SPACE LICENSE AGREEMENT
FOR BASIC CUSTOMER-PROVIDED ACCESS
Contract No.: S-08-0211**

CUSTOMER: The State of Michigan

EFFECTIVE DATE: Latter Date of Signature

COMMITMENT PERIOD: Coterminous with Master Services Contract (MSC) # 071B3001358

ADDRESSES FOR NOTICES:

The State of Michigan

ADDRESS:
Office of Acquisition Services
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909

AT&T

ADDRESS for CONTRACTING:
One AT&T Way
Room 3C112E
Bedminster, NJ
07921
Attn: Michael Mraz
908-234-5526

ATTN:
Steve Motz
Motzs@michigan.gov
(517) 241-3215

ACCOUNT SUPPORT:
Kennavy Burgess
517-990-5041

ATTUID: PK2653 & JE6748

eCRM: 1-80JWJS

Terms and Conditions

This Exhibit B, Statement of Work B-2 (Central Office), to Master Services Contract ("MSC") # 071B3001358, is an Addendum, dated _____ ("Effective Date"), for a Building Space License Agreement for Basic Customer-Provided Access ("BCPA"), Contract No. S-08-0211 ("Addendum"). This Addendum is an agreement entered into by SBC Global Services, Inc., on behalf of its Affiliate AT&T Corp. acting as agent for the AT&T company or companies owning or holding a leasehold interest in the AT&T Central Office Buildings ("AT&T" or "Contractor") and The State of Michigan ("Customer" or "State"). The terms and conditions, including definitions contained in the MSC are incorporated herein by reference. If there is any conflict between this Addendum and the MSC, this Addendum takes precedence and is a formal Contract amendment as to only the substance of this Addendum. AT&T and Customer are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

AT&T licenses Customer to situate Equipment in AT&T's Equipment Space and provide Cabling in the Sites, all in or near AT&T Central Office Buildings, specified on the attachments to the BCPA Space License Supplement in Appendix II to this Addendum.,.

This Addendum (including Appendices I and II listed below) establishes the terms and conditions under which AT&T will provide space and power to Customer's Equipment and Cable in selected AT&T Central Office Buildings.

- A. Definitions (capitalized terms not otherwise defined in this Addendum have the meanings assigned to them in the MSC)
- ☐ Equipment and Cabling are collectively "Facilities"
 - ☐ "Cabling" means the telecommunications transmission cable and power distribution cable used to connect the Customer's Equipment to the AT&T Point of Interconnection and to the power distribution points in the AT&T Central Office Buildings.
 - ☐ "Equipment" means Customer Equipment to be installed by the Customer.
 - ☐ "AT&T Construction" means racks, cabling, etc. installed by AT&T as specified on the attachments to the BCPA Space License Supplement.
 - ☐ "Equipment Space" is specified on the attachments to the BCPA Space License Supplement.
 - ☐ "Project Letter" means an internal document that AT&T sends to its installation vendor that covers the installation activities on a project.
 - ☐ "Customer Termination Point" is specified in the attachments to the BCPA Space License Supplement.
 - ☐ NEBS = Network Equipment Building Standards established and published by Telecordia

- B. Appendices and Exhibits
- Appendix I: NonDisclosure Agreement
 - Appendix II: BCPA Space License Supplement (including Attachments A, B, and C)
 - ◆ Attachment A: BCPA Site(s) List and Technical Information for each BCPA Site(s)
 - ◆ Attachment B: Non-recurring BCPA Site Preparation Fees and monthly BCPA Site License Fees for each BCPA Site
 - ◆ Attachment C: Equipment to be installed by Customer at each BCPA Site

1. Term of Addendum

- A. This Addendum will have a Commitment Period coterminous with Master Services Contract ("MSC") # 071B3001358.

2. Charges and Payment

- A. Unless otherwise specified in Appendix II, the BCPA Space License Supplement, invoicing of the BCPA Site Preparation Fee and the first month's Site License Fee will commence for each Site on the AT&T Complete Date identified in Appendix II, the BCPA Space License Supplement.
- B. AT&T may invoice Customer for the one time charge at any time after execution of this Addendum and for the monthly charge in advance. Customer agrees to pay AT&T all charges under this Addendum without deduction or setoff within forty-five (45) days of the date of the invoice.
- i. Overdue payments. Refer to Master Services Contract ("MSC") # 071B3001358 – Section 10.2.iv.
- ii. Restrictive endorsements or other statements on checks. Refer to Master Services Contract ("MSC") # 071B3001358 – Section 10.2.iv.
- C. Charges after expiration of the Commitment Period for a Site shall continue at the rate during the Commitment Period until sixty (60) days after AT&T provides Customer written notice of a higher rate, unless Customer terminates this Addendum under Section 20.B prior to the effective date of the increase.
- D. Taxes. Refer to Master Services Contract ("MSC") # 071B3001358 - Section 10.2.b.
- E. For each active rack at each installed Site, Customer's minimum purchase commitment will be an average of \$5,000 per rack net billing per month for AT&T network services directly connected to the Equipment at that Site. At any Site in which Customer does not meet this commitment for Three (3) consecutive months, AT&T may terminate that Site with sixty (60) days written notice.

3. Site Support Services Furnished by AT&T

- A. AT&T agrees to design, engineer, furnish, install, and maintain all AT&T Construction for Customer's use.
- B. AT&T agrees to maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that AT&T maintains for its own similar equipment.

4. Use of License

The sole purpose of the license granted to Customer under this Addendum is to enable interconnection of Customer provided access via the Equipment and Cable to telecommunications services furnished by AT&T under applicable tariffs and contracts. Customer agrees not to make any other use of the license without the advance written consent of AT&T. Customer will be the customer of record for all interconnected telecommunications services.

5. Ownership, Use, and Encumbrances Upon Facilities

- A. The Facilities shall be used solely by Customer.
- B. The parties intend that the Facilities, whether or not physically affixed to the AT&T Central Office Building, shall not be construed to be fixtures. Customer (or the lessor of the Equipment, if applicable) will report the Facilities as its personal property whenever required by applicable laws, and will pay all taxes levied upon the Facilities.
- C. Indemnification.
Please reference Master Services Contract (MSC) # 071B3001358 – Sections 17, 18 and Memorandum of Understanding – Sections 6 and 7.
- D. Customer agrees not to sell, convey, or lease Cabling under any circumstances, except for a conveyance of Cabling to AT&T upon termination of this Addendum in accordance with Section 21.B. Customer further agrees not to cause, suffer, or permit Cabling to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by Customer or any act or omission of Customer. Subject to valid appropriation, if Cabling becomes so encumbered, Customer agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.

6. No Estate or Property Interest; Subordination

- A. The licenses granted by this Addendum are nonexclusive personal privileges allowing Customer to situate the Facilities in the indicated locations. These licenses and the payments by Customer under this Addendum do not create or vest in Customer (or in any other person) any other property right or interest of any nature in any part of the AT&T Central Office Building.

- B. The licenses granted to Customer under this Addendum shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any AT&T Central Office Building; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.

7. Relocation of Facilities

AT&T may relocate the licensed space, or the AT&T Central Office Building, or both, upon thirty (30) days prior written notice to Customer. If relocation of Facilities is required, the party (AT&T or Customer) that originally installed those Facilities will be responsible for relocating them. Any such relocation work performed by AT&T will be without charge to Customer. AT&T will reimburse Customer for the reasonable cost of such relocation work performed by Customer, and AT&T will provide at its own expense any additional or replacement AT&T Construction and Cabling needed to accommodate the new installation. AT&T and Customer will work together in good faith to minimize any disruption of service in connection with such relocation.

8. Provision of Facilities; Installation; Maintenance

- A. Customer agrees to furnish all Facilities.
- B. Customer agrees to install the Equipment, and AT&T agrees to install the Cabling. Customer agrees to comply with specifications furnished by AT&T for installation performed by Customer.
All Equipment (i) must be installed by Customer in conformity with AT&T-furnished specifications, (ii) must be maintained by Customer in good working order and in accordance with the Equipment manufacturer's recommended maintenance specifications if such specifications exist, and (iii) must be NEBS compliant.
- C. Customer agrees to maintain in good working order all Equipment not covered by a maintenance agreement with AT&T or its affiliates. AT&T agrees to repair the Cabling. Customer is not permitted to repair installed Cabling in order to avoid possible harm to other transmission cables.
- D. For additional installation and maintenance services requested by Customer or reasonably required to be provided by AT&T under this Agreement, Customer agrees to pay, in addition to the specific charges set forth in this Agreement, (i) expenses approved in writing by Customer and reasonably incurred by AT&T and its affiliates; and (ii) charges approved in writing by Customer and reasonably incurred for labor by employees of AT&T and its affiliates at the current rates of \$175 per hour for the work performed. Should chargeable emergency installation or maintenance services be reasonably required in order to restore or repair Customer's service, AT&T shall not be required to obtain Customer's advance approval, but shall notify Customer as soon as reasonably practicable after such installation or maintenance has begun.

- E. Customer may use contractors to perform installation and maintenance for which Customer is responsible (referred to as "Customer's vendor"). AT&T consents to use of those contractors listed on AT&T's then current list of approved contractors. Use of any other contractors shall require AT&T's prior written consent, which shall not be unreasonably withheld. Throughout this agreement whenever a right or obligation is outlined relating to Customer's access to AT&T's Central Office Building, or Customer's installation and maintenance of the Facilities, it is understood by the parties that Customer's vendor may be exercising such rights and performing such obligations on Customer's behalf. The Customer remains responsible for compliance with applicable terms and conditions of this Addendum in cases in which Customer's chooses to use a contractor to perform installation and maintenance.

9. Activities in the Central Office Building

- A. Upon reasonable advance notice and for the limited purpose of performing work for which Customer is responsible under this Addendum, AT&T licenses Customer to enter and exit the Equipment Space through portions of the AT&T Central Office Building as designated by AT&T. Unless a service outage is occurring or appears to be imminent, AT&T may require that the Customer perform its work in the AT&T Central Office Building during regular business hours designated by AT&T.
- B. Customer shall either furnish to AT&T, and keep current, a written list of all Customer's employees and contractors authorized to enter the Equipment Space, or provide a 24 hour 800 telephone number which AT&T can use to verify the authority of such persons. Customer shall also furnish to AT&T, and keep current, samples of the identifying credentials to be carried by such persons. AT&T will permit entry to the Equipment Space by persons named on such list or verified by means of the 800 telephone number, and bearing such identifying credentials. Customer hereby releases AT&T (and AT&T Affiliates and Personnel) from liabilities arising from the acts or omissions of any such persons whom AT&T has admitted in good faith to the AT&T Central Office Building. There is no requirement to provide identifying credentials for contractors that are AT&T affiliates.
- C. While in the AT&T Central Office Building, employees of Customer and its contractors must comply at all times with AT&T's security and safety procedures and requirements. AT&T may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with AT&T's procedures and requirements after being notified of them.
- D. Customer will be responsible for selecting its contractors and causing their compliance with this Addendum. Before any employee or agent of Customer's contractors begins work in an AT&T Central Office Building, Customer shall furnish to AT&T a nondisclosure agreement ("NDA"), annexed to this Addendum as Appendix I, executed by such contractor agreeing to hold AT&T's proprietary information in confidence. There is no requirement to provide an executed NDA for contractors that are AT&T affiliates.

- E. Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property in and around AT&T's Central Office Building.
- F. Customer's employees and contractors shall refrain from using any Facilities, equipment, tools, materials, or methods that, in AT&T's sole judgment, might cause damage to or otherwise interfere with AT&T's operations. AT&T reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of AT&T (and its affiliates, vendors, and customers).
- G. In addition to the Facilities, Customer may bring into the Equipment Space the small tools and portable test equipment needed for the work for which Customer is responsible. Customer will be responsible for the care and safeguarding of all such items. Customer may not bring any other items into the AT&T Central Office Building without AT&T's prior written consent. In particular, and without limiting the foregoing, Customer may not bring into the AT&T Central Office Building any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
- H. AT&T and its designees may inspect or observe the Equipment Space, and the space designated by AT&T for Cabling, the Facilities, and any work performed by the Customer in the AT&T Central Office Building, at any time. If the Equipment Space is surrounded by a security enclosure, Customer shall furnish AT&T with all mechanisms and information needed for entry to the Equipment Space.
- I. Customer and AT&T will work together in good faith to prevent impairment of either party's operations as a result of labor disputes. If AT&T determines that work activities by Customer's employees or contractors at the AT&T Central Office Building are causing labor difficulties for AT&T or its affiliates, Customer agrees to discontinue those activities until the labor difficulties have been resolved.

10. Permits, Licenses, and Approvals

- A. Customer is solely responsible for complying, at its own expense, with all applicable Federal Communications Commission and state or local regulatory requirements applicable to Customer, including obtaining any construction permits, licenses, and other approvals. AT&T may require satisfactory proof of such compliance.
- B. If either party is unable to obtain in a timely manner any required permits, licenses or approvals, or if any is granted subject to conditions that either party finds unacceptable, either party may terminate this Addendum, subject to Section 20.B., without payment of termination liability, on written notice to the other party within thirty (30) days after notice of such action.
- C. If Customer requires the use of non-AT&T space in the AT&T Central Office Building in order effectively to use the licensed space, AT&T will assist Customer's efforts to acquire such rights. If such rights are not available on terms and conditions satisfactory to Customer and AT&T, either party may terminate this Addendum without payment of a termination liability, on written notice to the other party.

11. Insurance

A. With respect to Customer performance under this Addendum, Customer is self-insured, or otherwise, shall at its sole cost and expense:

- I. maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law at all times during the term of this Addendum and until completion of all Work associated with this Addendum, whichever is later.
- II. require each subcontractor who may perform Work under this Addendum or enter upon the Work site to maintain coverages, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins Work, throughout the term of the subcontractor's Work;
- III. procure the required insurance from an insurance company eligible to do business in the state or states where Work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Customer may procure insurance from the state fund of the state where Work is to be performed
- IV. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Customer shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Customer shall deliver such certificates:
 1. prior to execution of this Addendum and prior to commencement of any Work;
 2. prior to expiration of any insurance policy required in this Section

B. The Parties agree:

- I. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Customer's obligation to maintain the insurance required under this Addendum;
- II. the insurance required under this Addendum does not represent that coverage and limits will necessarily be adequate to protect Customer, nor be deemed as a limitation on Customer's liability to AT&T in this Addendum;
- III. Customer may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
- IV. Customer is responsible for any deductible or self-insured retention.

Type of Coverage	Amount of Coverage
Worker's Compensation Insurance	Insurance with benefits afforded under the laws of the state in which the Services are to be performed.
Employer's Liability Insurance with minimum limits of:	\$500,000 for Bodily Injury-each accident \$500,000 for Bodily Injury by disease-policy limits \$500,000 for Bodily Injury by disease-each employee. 1. A waiver of subrogation in favor of AT&T, its Affiliates, and its directors, officers, and employees
Commercial General Liability written on ISO Form CG 00 01 12 04 or later, with minimum limits of (note the limits can be a combination of CGL and umbrella/excess coverage):	\$10,000,000 General Aggregate limit \$5,000,000 each occurrence limit for all bodily injury or property damage incurred in any one occurrence \$5,000,000 each occurrence limit for Personal Injury and Advertising Injury \$10,000,000 Products/Completed Operations Aggregate limit, \$5,000,000 each occurrence limit for Products/Completed Operations. \$2,000,000 Fire Legal Liability limits are required for collocation agreements. 1. Include AT&T Inc, its Affiliates, and their directors, officers, and employees as Additional Insureds. Customer shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Addendum and within 60 days of each Commercial General Liability policy renewal; 2. include a waiver of subrogation in favor of AT&T Inc., its Affiliates, and their directors, officers and employees; and 3. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
Automobile Liability with minimum limits of: (if use of a motor vehicle is required)	\$1,000,000 combined single limits per accident for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

C. Self Insurance

(1) Workers' Compensation and Employers Liability

Customer may elect to self-insure for **Workers' Compensation** and **Employers Liability**, subject to AT&T approval, if these requirements are met. Customer shall:

- a. provide a copy of the Certificate of Authority to Self-Insure **Workers' Compensation** obligations issued by the state in which the operations are to be performed or the employer's state of hire.
- b. provide a copy of the Certificate of Authority annually for the term of this Agreement.
- c. obtain **Workers' Compensation** and **Employers Liability** insurance immediately if the state rescinds the Certificate of Authority.

The option to self-insure **Workers' Compensation** and **Employers Liability** is specific to Customer and does not extend to subcontractors Customer may hire.

(2) Commercial General Liability

Customer may elect to self-insure for **Commercial General Liability**, subject to AT&T approval, if these requirements are met. Customer shall:

- a. provide a copy of Customer's most recent audited financial statements with an unqualified opinion from the auditor, or
- b. provide a current Dun & Bradstreet report with a composite credit appraisal score of "1" or "2", or
- c. maintain a long-term unsecured issuer rating of BBB- from Standard & Poors or Baa from Moody's during the term of this Agreement.
- d. maintain a net worth of at least ten (10) times the amount of insurance required.
- e. obtain **Commercial General Liability** insurance immediately if Customer is unable to comply with the financial strength and size requirements in this section.
- f. provide this information annually for the term of the Agreement.

Customer's election to self-insure must be signed by Customer and countersigned when accepted by AT&T. This election and approval must be updated annually. The option to self-insure **Commercial General Liability** is specific to Customer and does not extend to subcontractors Customer may hire.

(3) Automobile Liability

Customer may elect to self-insure for Automobile Liability, subject to AT&T approval, if these requirements are met. Customer shall:

- a. provide a copy of the Certificate of Authority to self-insure Automobile Liability obligations issued by the state in which the operations are to be performed.
- b. provide a copy of the Certificate of Authority annually for the term of this Agreement.
- c. obtain **Automobile Liability** insurance immediately if the state rescinds the Certificate of Authority to self-insure **Automobile Liability** obligations.

The option to self-insure **Automobile Liability** is specific to Customer and does not extend to subcontractors Customer may hire.

12. Warranty and Exclusions

Under this Addendum AT&T performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by AT&T, and provides no maintenance for any Equipment. AT&T warrants that the services provided under this Addendum will be performed in a workmanlike manner and in accordance with AT&T technical specifications and that the incidental material shall be free from defects.

13. Limitation of Liability

See Master Services Contract (MSC) # 071B3001358 – Sections 17, 18.1 and Memorandum of Understanding – Section 6.

14. Releases of Certain Liability.

See Master Services Contract (MSC) # 071B3001358 - Sections 17 and 18.2.

15. Customer's Responsibilities for Claims

See Master Services Contract (MSC) # 071B3001358 – Sections 17, 18 and Memorandum of Understanding – Sections 6 and 7.

16. Reserved for Future Use

Section 16 intentionally left blank.

17. Customer's Remedies

- A. AT&T's charges under this Addendum are based in part on the scope of the liabilities and insurance requirements set forth in this Addendum. The amounts of these charges are unrelated to the value of Customer's business, to the value of the business of third parties who directly or indirectly use Customer's products or services, or to the potential for any damages other than those allowed in this Addendum. Customer elects to accept charges calculated on this basis, and not to be charged additional charges in return for any increase in the scope of AT&T's liability. Customer and AT&T agree that this allocation of risk of liability is fair, reasonable, and not unconscionable, and Customer retains the rights to purchase insurance to cover any additional loss or liability.
- B. This Addendum expressly grants Customer the following remedies:
- (1) To the extent that any damage, destruction or loss of Facilities (i) was caused by AT&T's negligence or willful misconduct and was not caused by the negligence or willful misconduct of Customer's employees or contractors, and (ii) is outside the scope of risks normally covered by the All-Risk insurance (with standard extended coverage), AT&T agrees to repair or replace such Facilities or, at its option, to reimburse Customer for the reasonable cost of such repair or replacement.

- (2) If AT&T materially fails to comply with, or otherwise violates, any of the material covenants, terms, or conditions of this Addendum, and does not correct the breach within thirty (30) days after written notice to cure, Customer may terminate this Addendum by written notice to AT&T without payment of a termination liability.

18. AT&T's Remedies

In addition to any other rights or remedies that AT&T may have under this Addendum or at law, AT&T may terminate this Addendum if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

- A. Customer fails to pay charges due or fails to comply with any of the material terms or conditions of this Addendum.
- B. Customer ceases to utilize the Facilities for the authorized purpose described in this Addendum.
- C. Customer fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Addendum.

19. No Third Party Beneficiaries

This Addendum does not provide third parties (including without limitation other customers of AT&T or of Customer) with any remedy, right or privilege; except that the provisions of this Addendum involving release, indemnification, or limitation of liability shall also inure to the benefit of any other benefited persons specifically identified in the applicable provision.

20. Termination

- A. See Master Services Contract (MSC) # 071B3001358 – Section 19.
- B. After expiration of the Commitment Period, this agreement will continue on a month-to-month basis during which time either party may terminate this Addendum upon thirty (30) days written notice without termination liability.
- C. If this Addendum is terminated under authority of Section 10.C, Customer will reimburse AT&T for AT&T Construction performed prior to termination, and AT&T will refund to Customer any payments made under this Addendum that exceed such reimbursement amount. Any such payments are not a termination liability but a settlement of accounts.
- D. This Addendum will immediately terminate and without termination liability if AT&T determines that furnishing by contract any of the licenses and services described in this Addendum would violate any law or regulation. In such event, AT&T agrees to notify Customer promptly in writing and to cooperate with Customer to enable orderly transition of Customer's telecommunications services at the AT&T Central Office Building.

21. Post-Termination Activities

- A. Within thirty (30) days after termination of this Addendum, Customer will, at its sole expense, remove all Equipment and restore the Equipment Space to its previous condition, normal wear and tear excepted. If Customer fails to complete such removal and restoration within thirty (30) days after termination of this Addendum, AT&T may, at its option, upon ten (10) days written notice to Customer, perform the removal and restoration at Customer's sole risk and at a billable expense to Customer of \$2,500 per rack.
- B. Because removal of installed Cabling may cause damage to other cables, Customer agrees to abandon and relinquish its Cabling to AT&T in lieu of removal. Accordingly, upon termination of the Addendum, all Cabling will become the property of AT&T, free of any interest or lien of any kind by Customer (or by any person claiming through Customer).
- C. If no monies are owed by Customer to AT&T under this Addendum, AT&T agrees to deliver the removed Equipment to Customer's last known business address or to a domestic location designated by Customer, at Customer's sole risk and expense. If monies are so owed, Customer agrees that AT&T may either take ownership free of any interest or lien by Customer (or those claiming through Customer) or treat that Equipment as abandoned by Customer.
- D. All obligations, which by their nature continue beyond the term of this Addendum, including, without limitation, those relating to limitation of liabilities and to proprietary information, shall survive the termination of this Addendum.

22. Other Services

- A. This Addendum does not affect Customer's rights and obligations with respect to other AT&T services, including other AT&T services which use the BCPA. In the event of any conflict between this Addendum and the terms governing any such other service, the provisions governing such other service shall be controlling. . Charges under this Addendum will not be abated or refunded in the event of outages or degradation in other services, and charges for other services will not be abated or refunded in the event of delay or failure of performance of this Addendum.

23. Proprietary Information

- A. In connection with the performance of this Addendum, it may be necessary for either party to disclose to the other certain information that is marked or otherwise specifically identified as proprietary. Moreover, by means of presence in the AT&T Central Office Building, Customer may acquire information it should reasonably know is proprietary to AT&T, and all proprietary protections of the MSC shall apply to such information whether or not it is marked or otherwise specifically identified as proprietary. Such proprietary information may include

specifications, drawings, models, samples, data, computer programs, documentation, network configurations, transmission plans, facilities deployment information, and other technical or business information.

- B. This Addendum is proprietary information of AT&T and Customer and is specifically subject to the protection of this Section. Accordingly, neither AT&T nor Customer shall publish or use any advertising, sales promotions, press releases, or other publicity matters which describe the arrangements enabled by this Addendum, or which use the other party's logo, trademarks, or service marks, without the prior written approval of the other party.
- C. Notwithstanding the foregoing, AT&T may, without obtaining Customer's consent or protective arrangements:
 - (1) disclose to the Federal Communications Commission any information routinely reported in connection with customer-provided access, and
 - (2) disclose information to a regulatory agency pursuant to any request, order, rule, or regulation generally applicable to arrangements of the kind provided for in this Addendum.

24. Force Majeure

The following express force majeure events are added to those in the MSC: condemnation, taking by eminent domain, or conveyance of the AT&T Central Office Building in lieu of condemnation; damage or destruction of the AT&T Central Office Building or of the property it contains, in whole or in part.

25. Assignment

See Assignment Section 25.2 of the MSC.

26. Additional Terms and Conditions

- A. If any provision of this Addendum is held to be invalid or unenforceable, then the meaning of that provision shall be construed so as to render it enforceable to the extent permitted by law, the unenforceable portion shall be deemed stricken, and the remainder of the Addendum shall remain in full force and effect.
- B. Titles to sections are used merely for convenience and shall not be taken as an interpretation of the contents of those passages or as an attempt to enlarge, limit, or define terms covered by this Addendum.
- C. Modification of this Addendum, non-waiver, applicable law, and entire agreement provisions are covered in the MSC, which has been incorporated herein.

APPENDIX I NONDISCLOSURE AGREEMENT

THIS AGREEMENT, effective the latter date of signature, is made and entered into by and between Customer, having offices at _____ ("Customer") and _____ having offices at _____ ("Contractor"), for and on behalf of AT&T Corp., Inc. and its subsidiaries and affiliates, having offices at One AT&T Way, Bedminster, NJ 07921 ("AT&T").

AT&T and Customer have entered into a Building Space License Agreement for Customer-Provided Access ("License Agreement") licensing space in AT&T buildings for Customer's equipment and cable. Customer may choose to engage Contractor to perform work on Customer's equipment in the AT&T buildings under the terms and conditions of the License Agreement. As a result of this access to AT&T's buildings, Contractor may be exposed to or have access to proprietary information of AT&T and its customers and suppliers, including, among other things, specifications, drawings, documentation, plans, and other technical or business information ("Information"). In order to qualify for the opportunity to perform work in the AT&T buildings on Customer's behalf, and for other good and valuable consideration, Contractor and Customer agree as follows:

1. All Information received or obtained by Contractor in connection with its work in the AT&T buildings will be deemed the property of AT&T, and will be returned to AT&T upon request. Contractor shall not copy or remove Information from the AT&T building without express written permission of AT&T, unless the Information was known to Contractor, free of any nondisclosure obligation, prior to disclosure by AT&T, or is received by Contractor from a third party whose disclosure does not violate any nondisclosure obligation. To the extent permitted by law, Contractor will (A) hold the Information in confidence; (B) safeguard it with at least the same degree of care as Contractor uses to prevent disclosure, use, or publication of its own proprietary information; (C) disclose it only to those of its employees with a need to know; (D) use the Information solely to perform work on Customer's behalf in the AT&T buildings; and (E) cause its employees, officers, partners, agents, and subcontractors to comply with this Agreement.
2. This Agreement is made for the benefit of AT&T, and AT&T may directly seek any legal or equitable remedy it may have as a result of a breach of this Agreement.
3. The term of this Agreement shall be coterminous with Master Services Contract (MSC) # 071B3001358. Thereafter, this Agreement will automatically be renewed on an annual basis for so long as Contractor is permitted entry into the AT&T buildings to perform work on Customer's behalf. The nondisclosure obligations of this Agreement shall survive expiration or termination of this Agreement.

ATTUID: PK2653 & JE6748

eCRM: 1-80JWJS

Exhibit B, Statement of Work B-2,

ADDENDUM TO MASTER SERVICES CONTRACT (MSC) # 071B3001358

APPENDIX II BCPA SPACE LICENSE SUPPLEMENT No. S- 08-0211-001

CUSTOMER:	The State of Michigan
COMMITMENT PERIOD:	Coterminous with Master Services Contract (MSC) # 071B3001358
AT&T CENTRAL OFFICE BUILDINGS:	See Attachment A
EFFECTIVE DATE:	Latter Date of Signature
AT&T CONTACT:	Kennavy Burgess 517-990-5041

This BCPA Space License Supplement and the Attachments listed below are incorporated in and made part of the Building Space License Agreement for Customer-provided Access No. S-08-0211 between Customer and AT&T.

- Attachment A: BCPA Site List and Technical Information for each BCPA Site(s)
- Attachment B: Non-recurring BCPA Site Preparation Fees and the Monthly Recurring BCPA Site License Fees for each BCPA Site
- Attachment C: Equipment to be installed by Customer at each BCPA Site

As additional BCPA Sites or configurations are added, this Appendix II and its attachments will be updated.

Attachment A	Dated: 06/05/2008	Iris # 25684
Attachment B	Dated: 06/05/2008	Iris # 25684
Attachment C	Dated: 06/05/2008	Iris # 25684

ATTUID: PK2653 & JE6748

eCRM: 1-80JWJS

I. FEES

- A. The BCPA Site Preparation Fee will be \$36,300.00 for Lansing, MI (LNNGMIMN) as specified in Attachment B.
- B. The Monthly Recurring BCPA Site License Fee will be \$1,330.00 per month per BCPA Site, as specified in Attachment B.
- C. Augments will be priced on an individual case basis.
- D. **A Delay Fee will be charged to Customer if any Customer Equipment which is to be installed by AT&T's supplier is not shipped by Customer to the supplier's designated staging area by the date specified by AT&T or the supplier. The amount of the Delay Fee will be equal to the charge imposed upon AT&T by AT&T's supplier as a result of the delay. The maximum amount of said Delay Fee shall be equal to the Site Preparation Fee in above Paragraph I.A. which is \$36,300.00 for this Supplement No. S- 08-0211-001. In subsequent Supplements, the Delay Fee will never exceed the value of the Site Preparation Fee in Paragraph I.A.**
- E. A Cancellation Fee - If AT&T cancels a BCPA Site after the work has commenced for that BCPA Site, but before the Work Completion Date, because Customer has failed to meet its pre-installation obligations for that BCPA Site, or if Customer cancels a BCPA Site after the work has commenced for that BCPA Site, but before the Work Completion Date, Customer will be responsible for all costs and expenses incurred by AT&T associated with work that has been done up to that point in time for that BCPA Site. Because these costs and expenses are recovered through both the BCPA Site Preparation Fee and the monthly recurring BCPA Site License Fee, the actual costs and expenses billed may exceed the BCPA Site Preparation Fee identified above. However, for supplements to this Exhibit B, Statement of Work B-2, to Master Services Contract ("MSC") # 071B3001358 Addendum, the parties agree that the maximum amount of this Cancellation Fee shall be equal to the Site Preparation Fee in above Paragraph I.A. which is \$36,300.00 for this Supplement No. S- 08-0211-001. In subsequent Supplements, the Cancellation Fee will never exceed the value of the Site Preparation Fee in Paragraph I.A.

II. WORK SCHEDULE POST APPENDIX II SIGNATURE AND RECEIPT OF NON-RECURRING BCPA SITE PREPARATION FEE

- A. Upon receipt of a fully executed Appendix II, AT&T Custom Access Support "CAS" project manager will request funding, which will be approximately 2-5 business days. Once funding is approved, the CAS project manager will develop and issue a Project Letter to AT&T's installation vendor.

- B. The interval from issuance of Project Letter to AT&T Completion Date for work to be provisioned under this Appendix II will be approximately twenty (20) business days. Implementation information (such as contact information and estimated AT&T Completion Date) will be provided via the Implementation form. This Implementation form will be provided to the AT&T account team after the Project Letter is issued. The AT&T account team will provide the Implementation form to the Customer.
- C. The CAS project manager will notify the AT&T account team, and the AT&T account team will notify Customer upon completion of AT&T's installation activities, detailed in Attachment A ("AT&T Completion Date"). Customer will be invoiced for the non-recurring BCPA Site Preparation Fee and the monthly BCPA Site License Fee after the AT&T account team is notified by telephone, fax, or e-mail that AT&T's installation activities at that BCPA Site have been completed. Billing effective date is the AT&T Completion Date.

III. ADDITIONAL PROVISIONS:

- A. AT&T's offer to implement each specific BCPA Site detailed in the Attachments to this BCPA Space License Supplement is contingent upon confirmation of adequate space and power as determined through internal feasibility studies. These studies will be initiated as soon as practical after Customer's execution of this Appendix II.
- B. "Customer Splice Point" is splice point in the Customer's or rental conduit system.

ATTACHMENT A
TO BCPA SPACE LICENSE SUPPLEMENT No. S-08-0211-001
BCPA Site List and Technical Information

Equipment Space																											
AT&T Central Office Building			AT&T Provided Racks			AT&T Provided Interconnection Cable/Panels								AT&T Provided Entrance Fiber/Panel						AT&T Provided DC Power Feeds							
														Customer Termination Point				SYNC									
BCPA Site #	CLLI & IRIS #	ADDRESS	# of Racks	Rack Number	AT&T Provided Rack Dimensions	DS3s		# of DSx Panels	OCXs				LGX PANEL	Primary & Secondary Entrance Fiber				LGX PANELS	SECONDARY	PRIMARY	QUANTITY	VOLTAGE	A or B FEED	Watts Drain each Feed	Lug Wire Size	Rack Number	
						QUANTITY	PANEL #	JACKS		QUANTITY	PANEL #	JACKS	CONN		QUANTITY	PANEL #	JACKS	CONN									
1	LNNGMIMN	220 North Capital Street	1	1	23"W x 12"D x 84"H	2				2	4	9-12	ST		4	3	9-12	TBD				1	-48	A & B	1440		1
	Iris # 25684	Lansing, MI 48933			FIC: 000100.01																						

- NOTES:
IRIS # 25864:
 1. Rack Number 1 is preinstalled.
 2. AT&T will furnish & terminate 4 non-metallic di-electric Indoor/Outdoor Entrance fiber cables at Customer end and run to AT&T Cable Vault.
 AT&T will coil & tag additional 2000 feet of fiber at the vault.
 3. DC Power will be coiled and tagged at requested rack.

ATTUID: PK2653 & JE6748

eCRM: 1-80JWJS

ATTACHMENT B
TO BCPA SPACE LICENSE SUPPLEMENT No. S-08-0211-001
Non-recurring BCPA Site Preparation and Monthly Recurring Site BCPA License Fee

BCPA Site Number	CLLI CODE IRIS #	ADDRESS	Non-recurring BCPA Site Preparation Fee	Monthly Recurring BCPA Site License Fee
1	LNNGMIMN	220 North Capital Avenue	\$36,300	\$1,330
	IRIS #: 25684	Lansing, Michigan 48933	(New)	(New)

Note: Attachment B reflects the pricing for all BCPA Sites.

ATTACHMENT C
TO BCPA SPACE LICENSE SUPPLEMENT No. S-08-0211-001
EQUIPMENT TO BE INSTALLED BY CUSTOMER AT EACH BCPA SITE

EQUIPMENT TO BE INSTALLED IN LICENSED SPACE BY CUSTOMER AT THE FOLLOWING BCPA SITES:

BCPA SITE #	CLLI CODE
1	LNNGMIMN

DESCRIPTION	Customer Equipment 1	Customer Equipment 2	Customer Equipment 3	Customer Equipment 4	Customer Equipment 5
RACK # 1					
Type of Equipment	Fuse Panel (New)	Coax Patch Panel	Fiber Patch Panel	SONET	
Manufacturer	ADC	ADC	AT&T	Cisco	
Model Number	PWX-031RGCSD10 PWDP	DS-3 MPOP-RAH/CH	LST1U-072/7	ONS-15454	
Number of Units	1	1	1	1	
Equipment Depth	8"	8"	8"	12"	
Equipment Weight					
Equipment Height					
Power Required:					
AC Voltage					
AC Watts					
DC Voltage					
DC Watts				1440 max	

ATTUID: PK2653 & JE6748

eCRM: 1-80JWJS

**AT&T Managed Internet Service
Pricing Schedule**

Customer	AT&T	AT&T Sales Contact ☐ Primary Contact
State of Michigan 608 W. Ottawa Lansing, MI 48909 USA	AT&T Corp.	ROBERT J FORSCH 3566 MICHAEL AVE SW WYOMING, MI 49509 Telephone: 616-724-3510 Fax: 616-285-1449 Email: rf2926@mwwmail.att.com Branch Manager: Roger Blake Sales Strata: Gov/Ed Sales Region: East
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: James Bowen Title: 608 W. Ottawa Lansing , MI 48909 United States Telephone: 5172417565 Fax: Email: bowenj@michigan.gov Customer Account Number or Master Account Number:	3566 MICHAEL AVE SW WYOMING, MI 49509 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Telephone: Fax: Email: Agent Code:

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

1. SERVICES

- AT&T Managed Internet Service
 - AT&T's Acceptable Use Policy is located at <http://www.att.com/aup> or such other AT&T-designated location.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
36 Months	Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
---------------------------------------	---

3. MINIMUM PAYMENT PERIOD

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

4. RATES (US Mainland, HI and Alaska[†] only)

[†] Service in Alaska requires a separate AT&T Addendum for Service in Alaska. The rates stated in this Pricing Schedule apply to Service locations and/or Service Components in Alaska only in the event that a Service Component and/or Service location is not listed in the Addendum for Service in Alaska. In the event of the conflict between this Pricing Schedule and the Addendum for Service in Alaska, the Addendum for Service in Alaska controls.

NOTE 1: MIS w/ Managed Router Option 2 available only as described in the Service Guide.

ICB = available only on an Individual Case Basis.
N/A = Not Available

**Section I: AT&T Managed Internet Service
Access Bandwidth -**

Tables 1-21: Removed

Table 22a: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 65.0 %			Incremental Usage Fee Discount: 65.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps (ICB)	\$63,440	\$65,245	\$100
900 Mbps (ICB)	\$70,875	\$73,930	\$100
1000 Mbps (ICB)	\$78,250	\$81,305	N/A

v.10.01.08

Tables 22b-31: Removed

Sections II-III: Removed

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 26, 2010

CHANGE NOTICE NO. 36 (revised)
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Steve Motz
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 241-3215 Steve Motz
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell
	VENDOR NUMBER
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD:	From: September 1, 2003 To: October 31, 2012
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract is REVISED to reflect removal of the upgrade to existing OPT-E-MAN Service at 22146 W. 9 Mile Road as previously referenced in the original Change Notice #36.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the “Amendment”) is between SBC Global Services, Inc. d/b/a AT&T Global Services (“AT&T”) and State of Michigan Department of Management and Budget (“Customer”).

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003 as from time to time amended (the “Agreement”); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service for the designated location set forth herein.
2. Term. The changes to the current contract environment set forth herein are pursuant to a new thirty-six (36) month contract term commitment.
3. The Customer location for new OPT-E-MAN® Service is as follows:
 - 41300 Dequindre, Sterling Heights, 10/100 Base T, CIR 50 Mbps, CLLI: SGHTMILW
4. As a result of the new service installation, Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Total					\$ 1,100.00	\$0.00

5. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
6. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 12, 2009

CHANGE NOTICE NO. 36
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD:	From: September 1, 2003 To: October 31, 2012
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #35

Page 2

NATURE OF CHANGE (S):

The attached document is hereby incorporated into this contract with no modifications to the terms and conditions.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20090213-0247) dated on or about February 13, 2009 as from time to time amended (the "Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

4. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service and an upgrade to existing OPT-E-MAN® Service for the designated locations set forth herein.
5. Term. The Term for the changes to the current contract environment set forth herein is coterminous with the existing thirty-six (36) month contract term commitment.
6. The Customer location for new OPT-E-MAN® Service is as follows:
 - 41300 Dequindre, Sterling Heights, 10/100 Base T, CIR 50 Mbps, CLLI: SGHTMILW
4. An upgrade to existing OPT-E-MAN® Service at the 22146 W. 9 Mile Rd. Customer location is authorized as follows: CIR upgrade to 500Mbps.
5. As a result of the new service installation and upgrade, Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for Coterminous Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Opt-E-MAN	CIR - 500 Mbps (Silver) / R6ETC	1	\$ 1,700.00	\$0.00	\$ 1,700.00	\$0.00
Total					\$ 2,800.00	\$0.00

6. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
7. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 2, 2009

CHANGE NOTICE NO. 35
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD:	From: September 1, 2003 To: October 31, 2012
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #35

Page 2

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED to October 31, 2012. The attached documents show the new rates and services for this extension.

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Custom AT&T Central Office Services Price Sheet

USOC	Description	Monthly Recurring	Non Recurring
Lines			
1MB	Rate Band A	\$6.91	\$42.25**
1MB	Rate Band B	\$6.91	\$42.25**
1MB	Rate Band C	\$6.91	\$42.25**
	Local calls-charge per local call	\$0.045/call	\$42.25**
TMC	Combination Trunk	\$9.54	\$42.25**
TMU	Trunk Outward	\$9.54	\$42.25**
TMB	Business Trunk/PBX Trunk	\$9.54	\$42.25**
TDD	Direct Inward Dialing Trunk	\$9.54	\$42.25**
NDT	Direct Inward Dialing Trunk Termination	\$11.62	\$42.25**
Analog Circuits			
T6E2X	2 wire Local Distribution Channel	\$35.00	\$700.00**
T6E4X	4 wire Local Distribution Channel	\$37.00	\$700.00**
1L5XX	Analog IOF Milage	\$1.00	\$0.00
BCND4	Central Office Bridging, per Port	\$7.00	\$0.00
CM6	Central Office Termination	\$13.00	\$0.00
Digital Base Rate			
T6ECS	Local Distribution Channel	\$68.00	\$0.00
CM6	Channel Mileage Termination	\$11.00	\$0.00
1L5XX	Milage	\$0.90	\$0.00
B5NGF	Bridging	\$19.63	\$0.00
DS-1			
TZ4X1	Zone 1 Local Distribution Channel	\$110.00	\$0.00
TZ4X2	Zone 2 Local Distribution Channel	\$110.00	\$0.00
TX4X3	Zone 3 Local Distribution Channel	\$110.00	\$0.00
CZ4X*	Channel Mileage Termination	\$32.00	\$0.00
1YZX*	Milage	\$9.00	\$0.00
QMVX*	CO Muxing	\$175.00	\$0.00
DS-3			
TZUP2	Local Distribution Channel Zone 2	\$781.33	\$0.00
TZUP3	Local Distribution Channel Zone 3	\$811.29	\$0.00
CZ4X2	Channel Mileage Termination Zone 2	\$211.12	\$0.00
CZ4X3	Channel Mileage Termination Zone 3	\$211.12	\$0.00
1YZX2	Channel Mileage Zone 2	\$30.34	\$0.00
1YZX3	Channel Mileage Zone 3	\$47.57	\$0.00
QM3X2	CO Muxing Zone 2	\$381.15	\$0.00
QM3X3	CO Muxing Zone 3	\$381.15	\$0.00
ISDN Prime			
ZPAZD	ISDN Prime Custom	\$241.36	\$0.00
ZPQZD	ISDN Prime National	\$241.36	\$0.00
TZ4X*	Local Distribution Channel all zones	\$100.00	\$0.00
ISDN Direct (BRI)			
P2B	Network Access Line	\$5.25	\$50.00**
BSB1D	Alternate CSV/CSD Per B channel	\$7.00	\$10.00**
P2L	ISDN Direct service	\$14.57	\$42.00**

****Tariff pricing (rates are as of 10/1/09 and are subject to change). Current tariff rates are available .**

NOTE: All services are subject to availability or facilities. Special construction charges may apply.

Custom AT&T Centrex Price Sheet

USOC	Description	Monthly Recurring	Non Recurring
2PV	2 Wire Loop Termination	\$2.00	\$0.00
A82	UCD Station, Per Station	\$0.00	\$0.00
A9D	Assume Dial 9 - Station	\$0.00	\$0.00
AKG1X	Auth Codes Sys Initial 100 Count	\$1.00	\$0.00
AQA	Incoming Call Queue Slots	\$1.80	\$0.00
AQDPG	Auto Call Distribution Per Group	\$22.53	\$475.00
AQJPG	ACD Deluxe Per Group	\$30.63	\$0.00
AR9	ARS Initial Pattern	\$0.00	\$0.00
ARH	ARS Additional Pattern	\$0.00	\$0.00
C8EPN	800 Transfer Single Line	\$20.00	\$0.00
CYA1X	Common Equip/Sys 2-50 Lines	\$0.00	\$0.00
CYA2X	Common Equip/Sys 51-100 Lines	\$0.00	\$0.00
CYA3X	Common Equip/Sys 101-200 Lines	\$0.00	\$0.00
CYA4X	Common Equip/Sys 201-500 Lines	\$0.00	\$0.00
CYA5X	Common Equip/Sys 501+ Lines	\$0.00	\$0.00
D1E1X	DS1 Private Facility Termination	\$270.75	\$0.00
EBB	ACD Per EBS Agent Position	\$3.57	\$0.00
EBT	ACD Elec Bus Supv Set	\$14.22	\$0.00
EQ6	Sta Cont'd Dial 6 Port per Sta	\$0.00	\$0.00
ESD	Multipath Call Fwd per System	\$0.00	\$0.00
ESY79	Premium Feature Package	\$0.30	\$0.00
HPD1X	Ctx Open Interface Per DS3-1	\$442.00	\$0.00
BSB5X	ISDN Cir Sw Voice per B Chnl	\$4.00	\$0.00
BSB6X	Circuit Switch Data per B Chnl	\$5.00	\$0.00
MA8	Secondary Directory Appearance		
	1 Per EBS Set	\$0.15	\$0.00
MA8	Multiple Appearance Dir Number	\$0.15	\$0.00
NG9PC	Attendant Console Opera. Per console	\$80.00	\$0.00
NSD	Centex Caller ID 1-6 Lines	\$0.00	\$0.00
NSD	Centex Caller ID 7-11 Lines	\$0.00	\$0.00
NSD	Centex Caller ID 12-19 Lines	\$0.00	\$0.00
NSD	Centex Caller ID 20-95 Lines	\$0.00	\$0.00
NSD	Centex Caller ID 96+ Lines	\$0.00	\$0.00
NUE	Electronic Key Line	\$3.75	\$57.00
NUM	Basic Intercommunication		
	500+ line category	\$1.91	\$0.00
RKQ	UCD Delay Annmt Per Cust Grp	\$0.00	\$0.00
RSD	Initial Rec Storage	\$51.50	\$0.00
SMQPS	Message Signal Interface Serv	\$0.00	\$0.00
SOT	Secondary Dir Number per System	\$0.50	\$0.00
SXP	Exchg Access Area A&B 1-25 Lines	\$5.00	\$42.25
SXP	Exchg Access Area A&B 26-199	\$5.00	\$42.25
SXP	Exchg Access Area A&B 200-499	\$5.00	\$42.25
SXP	Exchg Access Area A&B 500-999	\$5.00	\$42.25
SXP	Exchg Access Area A&B 1000+ Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 1-25 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 26-199 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 200-499 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 500-999 Lines	\$5.00	\$42.25
SXP	Exchg Access Area C 1000+ Lines	\$5.00	\$42.25
SXP	Exchange Access ICB 1-8999 Lines	\$5.00	\$42.25
UQZPG	UCD per UCD Group	\$0.00	\$175.00
ZCFPR	Datapath Access Per System	\$0.00	\$0.00
ZCFPR	Data Call Protection	\$0.00	\$0.00
ZCQMD	Clg Name Display on Intercom		
	Per Display Set	\$0.25	\$0.00
ZMYAV	Visual Message Waiting Indicator, single line	\$0.00	\$0.00
ZNZ	ISDN National Line - Intercom		
	50+ Line Category	\$7.92	\$0.00
ZSCC3	Speed Calling - 30	\$0.30	\$0.00
ZSCC5	Speed Calling - 50	\$0.30	\$0.00
ZSCC7	Speed Calling - 70	\$0.30	\$0.00
ZDMDB	Do Not Disturb per Line	\$0.00	\$0.00

NOTE: Current Centrex tariff can be found at www.att.com/tariffs.

Exhibit A - Pass Through Charges

(For modification of these charges, see, MSC
section 25.9)

		Description	Monthly Recurring
USOC	For Primes		
9ZR66	Federal Access Charge		\$32.50
9ZW	State Access Charge		\$8.50
9ZD	Federal Complex Line Port Charge		\$19.25
NSR	Long Term Number Portability		\$0.28
9PZLX	Federal Universal Service Fee		\$7.50
		For BRI	
9ZR	Federal Access Charge		\$7.75
9ZW	State Access Charge		\$3.75
9ZD	Fed Complex Line Port Charge		\$1.58
9LM	End User Complex Line Port		\$3.75
NSR	Long Term Number Portability		\$0.28
9PZL1	Federal Universal Service Fee		\$1.50
		For Pots (unless noted)	
	Federal No PICC		\$0.00
	Federal No PICC Inward Only		\$1.90
	State No PICC		\$0.00
9PZBU	Regulated Lines Federal Universal Service Fee		\$1.75
9ZR	Federal Access Charge		\$7.75
9ZW	State Access Charge		\$3.75
NSR	Number Portability		\$0.28
	Federal EUCL on DS1		\$17.50
	State EUCL on DS1		\$9.75
	Billed at Five Times Since Line Rate DS1 (Number		\$2.85
	End User Common Line Charge-State per DS1		\$3.75
	End User Complex Port Charge-Federal per DS1		\$34.75
	911 Charges	Varies by Geographic Area	
VARIES			
9PZLX	Centrex Federal USF/line		\$1.00
9PZLX	ADTS Federal Universal Service Charge		\$5.60
9PZPX	PBX Federal Universal Service Charge		\$1.00
9PZLM	Multi Line Business Federal Universal Service		\$1.00
		For Frame Relay/ATM	
	Federal USF		10%
		For Long Distance	
	Universal Service Charge		10%
	Regulatory Surcharges		0.50%

For Directory Assistance

Directory Assistance Call Completion		\$0.90 Per Call completion
Information-to home area information		\$1.75 Per Call
National Directory		\$2.50 Per Call
Reverse Directory		\$2.50 Per Call
Operator Handled calls to information	operator surcharge + \$1.75	Per Call
Collect or Third party billed	operator surcharge + call depends on directory requested	Per Call
Foreign Directories		

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

AT&T BUSINESS NETWORK (ABN) SERVICE

1. SERVICES

- AT&T Business Network (ABN) Service
 - Voice/Access, including LD, Local and Intrastate

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

2.1 Term

Pricing Schedule Term	Term Start Date
3 years	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system

2.2 Effective Dates

Effective Date of Rates and Discounts	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
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2.3 Term Expiration

Upon expiration of Pricing Schedule Term	The terms and conditions of this Pricing Schedule will renew on a month-to-month basis until terminated by either party on 30 days prior written notice ("Extension Period"), except that during the Extension Period the rates under this Schedule are changed as follows: a) If the Services are subject to a Service Guide or a filed Tariff, the rates in this Pricing Schedule will automatically be increased to the then-current Monthly Extension rates specified in the Service Guide or Tariff, or, if no Monthly Extension rate is specified, the rate for the Services for the Extension Period shall be equal to the rates under this Pricing Schedule plus 20%; b) credits, if any, under this Pricing Schedule do not apply for the Extension Period.
---	--

4. MARC-ELIGIBLE CHARGES

- ABN Service including eligible Voice, Access, Local, Intrastate, purchased under the ABN Service offer

5. DISCOUNTS

ABN Service Voice Services Component/Capability	Discount%
Interstate Long Distance-- Outbound	
Switched	38%
Loyalty	59.17%
Dedicated - Mobile Termination	56%
Calling Card	65%
Interstate Long Distance- Inbound	
Switched	38%
Loyalty	59.17%
Dedicated	56%
International	68%
Other Qualifying Service Category	33%

ABN Service Local Channel Service Component/Capability	Discount%
ACCUNET T1.5 Service Primary Rate Interface Office Functions	75%
Terrestrial 1.544 Mbps Local Channels	31%

Additional Discounts for Intrastate - IntraLATA Total Charges			
State	Switched	Loyalty	Dedicated
Michigan	--	21.70%	23%

6. CREDITS AND WAIVERS

6.1 Credits

ILEC Primary Interexchange Carrier Change Credit	Month of Pricing Schedule Term in which Credit is Applied	Minimum Retention Period
\$150	6	Until end of Pricing Schedule Term year in which credit is applied

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

AT&T BUSINESS NETWORK (ABN) SERVICE

6.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months

Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main Billed Account, Per Customer Location-Switched Access and Per Customer Location-Dedicated Access	Every Month	None
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7. Rates

7.1 ABN Domestic Dial Station Outbound/Inbound Calling

Call Type	Initial 30 Seconds or Fraction	Each Add'l Second or Fraction
OUTBOUND		
Switched	\$0.0360	\$0.0012
Loyalty	\$0.0300	\$0.0010
Dedicated-Mobile Terminating	\$0.0210	\$0.0007
INBOUND		
Switched	\$0.0360	\$0.0012
Loyalty	\$0.0300	\$0.0010
Dedicated	\$0.0210	\$0.0007

7.2 AT&T Terrestrial 1.544 Mbps Local Channel Services - only Local Channels furnished between the Customer's Premises and the AT&T Central Office

Local Channel Mileage	AT&T Terrestrial 1.544 Mbps Local Channel Fixed Monthly Charge	AT&T Terrestrial 1.544 Mbps Local Channel Per Mile Charge
0-5	\$290.00	\$0.00
6-10	\$372.00	\$0.00
11-20	\$501.00	\$0.00
21-50	\$747.00	\$0.00
51+	\$695.00	\$8.00
AT&T Reference date: N/A		

(NOTE: Local Channels discounted under an AVA or AVP are not eligible for the rates or discounts listed in this Pricing Schedule.)

It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

End of Document

CBDS 4 Managed WAN

Pricing/Scope Modifications:

- 1) Unrestricted router counts have replaced the previous tiered router counts introduced in Contract Change Notice 22 (CCN22).
- 2) The State and AT&T have mutually agreed to grandfather a quantity of 250 existing 512K circuits.
- 3) The Judicial Branch of government has been approved by AT&T and the Department of Information Technology to have their own VRF/processes allowing them to work directly with the LNOC.

CBDS4 FRS Access - Tnet Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	Router	MMM	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
Tnet	Std Edge Site 512K*	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	Low End Router (2801)	MMM - Single VRF Router 512K FT1			
\$	615.00	\$ 104.00	\$ 156.00	\$ 33.00	\$ 55.00	\$ 267.00			
	Std Edge Site 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	Low End Router (2801)	MMM - Single VRF Router 768K FT1			
\$	1,043.40	\$ 134.00	\$ 156.00	\$ 31.00	\$ 55.00	\$ 667.40			
	Std Edge Site T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	Low End Router (2801)	MMM - Router 2811			
\$	1,104.40	\$ 164.00	\$ 156.00	\$ 52.00	\$ 55.00	\$ 667.40			
	Std Edge Site 3.0M	3.0M MLRF Port	3.0M MLRF Access	PVC w/3.0M MLRF CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	T1/FT1 DSU WIC		
\$	1,472.21	\$ 310.00	\$ 312.00	\$ 97.41	\$ 55.00	\$ 667.40	\$ 30.40		
	Std Edge Site 4.5M	4.5M MLRF Port	4.5M MLRF Access	PVC w/4.5M MLRF CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	T1/FT1 DSU WIC	T1/FT1 DSU WIC	
\$	1,815.59	\$ 450.00	\$ 468.00	\$ 114.39	\$ 55.00	\$ 667.40	\$ 30.40	\$ 30.40	
	Std Edge Site 6.0M	6.0M MLRF Port	6.0M MLRF Access	PVC w/6.0M MLRF CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	T1/FT1 DSU WIC	T1/FT1 DSU WIC	T1/FT1 DSU WIC
\$	2,156.34	\$ 580.00	\$ 624.00	\$ 138.74	\$ 55.00	\$ 667.40	\$ 30.40	\$ 30.40	\$ 30.40
	Std Edge Site DS3	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS	High End Router (3845)	MMM - Router 3845			
\$	5,150.00	\$ 1,516.00	\$ 1,988.00	\$ 546.00	\$ 300.00	\$ 800.00			

* 512Kb sites are grandfathered

* Circuits must remain in service for a minimum of 12 months after installation or downgrade, or a termination charge of \$1,000 will be applied to that circuit.

CBDS4 IP-VPN Edge Site Bundle Table

Bundle USE	Bundle Name	Edge Site DIA	Router	MMM	NAT
DSL Options					
LMAN-IPVPN (1) (MSP, DNR, etc.)	LMAN-IPVPN \$282+access	DSL * TBD	IP-VPN Router (1811) \$ 15.00	MMM - IP-VPN Router \$ 267.00	
LNOC-IPVPN (2)	LNOC-IPVPN \$282+access	DSL * TBD	IP-VPN Router (1811) \$ 15.00	MMM - IP-VPN Router \$ 267.00	
LNOC-IPVPN+NAT (2) (WIC)	LNOC-IPVPN+NAT \$302+access	DSL * TBD	IP-VPN Router (1811) \$ 15.00	MMM - IP-VPN Router \$ 267.00	NAT \$ 20.00

Cable Modem Options

LMAN-IPVPN (1) (MSP, DNR, etc.)	LMAN-IPVPN \$282+access	Cable Modem * TBD	IP-VPN Router (1811) or Low-Level Router in Lieu of IPVPN Router \$ 15.00	MMM - IP-VPN Router \$ 267.00	
LNOC-IPVPN (2)	LNOC-IPVPN \$282+access	Cable Modem * TBD	IP-VPN Router (1811) \$ 15.00	MMM - IP-VPN Router \$ 267.00	
LNOC-IPVPN+NAT (2) (WIC)	LNOC-IPVPN+NAT \$302+access	Cable Modem * TBD	IP-VPN Router (1811) \$ 15.00	MMM - IP-VPN Router \$ 267.00	NAT \$ 20.00

Customer Provided Access

LMAN-IPVPN (1) (MSP, DNR, etc.)	LMAN-IPVPN \$282+access	Customer Provided Access Customer Provided	IP-VPN Router (1811) or Low-Level Router in Lieu of IPVPN Router \$ 15.00	MMM - IP-VPN Router \$ 267.00	
LNOC-IPVPN (2)	LNOC-IPVPN \$282+access	Customer Provided Customer Provided	IP-VPN Router (1811) \$ 15.00	MMM - IP-VPN Router \$ 267.00	
LNOC-IPVPN+NAT (2) (WIC)	LNOC-IPVPN+NAT \$302+access	Customer Provided Customer Provided	IP-VPN Router (1811) \$ 15.00	MMM - IP-VPN Router \$ 267.00	NAT \$ 20.00

(1) Edge site LAN addressed out of LMAN address space (address change required). All traffic delivered to VendorNet Firewall.

(2) Edge site LAN addressed out of private address space. Internet traffic delivered directly to ISP, State traffic delivered via single IPsec tunnel.

* Actual service / price is determined on site by site basis.

CBDS4 OPT-E-MAN Access - Tnet Edge Site Bundle*

Bundle Name	Port/CIR	Router	MMM
10/100 Mb Copper Port Interface Options **			
OEM Edge Site 2M	10/100M Port with 2M CIR	Mid-Level Router (2811)	MMM - Router 2811
\$ 1,147.40	\$ 425.00	\$ 55.00	\$ 567.40
OEM Edge Site 4M	10/100M Port with 4M CIR	Mid-Level Router (2811)	MMM - Router 2811
\$ 1,372.40	\$ 650.00	\$ 55.00	\$ 567.40
OEM Edge Site 5M	10/100M Port with 5M CIR	Mid-Level Router (2811)	MMM - Router 2811
\$ 1,472.40	\$ 750.00	\$ 55.00	\$ 567.40
OEM Edge Site 8M	10/100M Port with 8M CIR	Mid-Level Router (2811)	MMM - Router 2811
\$ 1,572.40	\$ 850.00	\$ 55.00	\$ 567.40
OEM Edge Site 10M	10/100M Port with 10M CIR	Mid-Level Router (2811)	MMM - Router 2811
\$ 1,622.40	\$ 900.00	\$ 55.00	\$ 567.40
OEM Edge Site 20M	10/100M Port with 20M CIR	Mid-Level Router (2811)	MMM - Router 2811
\$ 1,722.40	\$ 1,000.00	\$ 55.00	\$ 567.40
OEM Edge Site 50M	10/100M Port with 50M CIR	Mid-Level Router (2811)	MMM - Router 2811
\$ 1,822.40	\$ 1,100.00	\$ 55.00	\$ 567.40
OEM Edge Site 100M	10/100M Port with 100M CIR	High End Router (3845)	MMM - Router 3845
\$ 2,300.00	\$ 1,200.00	\$ 300.00	\$ 800.00
1 Gigabit Multimode Fiber Port Interface Options ***			
1G OEM Edge Site 50M	1G Fiber Port with 50M CIR	High End Router (3845)	MMM - Router 3845
\$ 2,300.00	\$ 1,200.00	\$ 300.00	\$ 800.00
1G OEM Edge Site 100M	1G Fiber Port with 100M CIR	High End Router (3845)	MMM - Router 3845
\$ 2,400.00	\$ 1,300.00	\$ 300.00	\$ 800.00
1G OEM Edge Site 250M	1G Fiber Port with 250M CIR	High End Router (3845)	MMM - Router 3845
\$ 2,900.00	\$ 1,800.00	\$ 300.00	\$ 800.00
1G OEM Edge Site 500M	1G Fiber Port with 500M CIR	High End Router (7206)	MMM - Router 7206
\$ 3,300.00	\$ 2,200.00	\$ 300.00	\$ 800.00

* Standard VRF Membership, Multi-VRF, NAT, charges apply if required.

** Max 8 EVC's per port

*** Max 64 EVC's per port

Based Upon Availability

2Mb, 4Mb, 5Mb and 8Mb Provisioned over copper facilities

Special Construction Charges may apply

Repeater charges may apply based on distance limitations

Pricing above includes the Head-end connection for the following BBO offices: Southfield, Grand Rapids, Saginaw

Not available in Lansing and Upper Peninsula.

CBDS4 FRS Access - Single VRF Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	Router	MMM	VRF Membership	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
MSP	VRF Edge Site 512K*	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	Low End Router (2801)	MMM - Single VPN Router 512K FT1	Per VRF Membership			
UTnet	\$ 635.00	\$ 104.00	\$ 156.00	\$ 33.00	\$ 55.00	\$ 267.00	\$ 20.00			
DOS										
	VRF Edge Site 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	Low End Router (2801)	MMM - Single VPN Router 768K FT1	Per VRF Membership			
	\$ 1,063.40	\$ 134.00	\$ 156.00	\$ 31.00	\$ 55.00	\$ 667.40	\$ 20.00			
	VRF Edge Site T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	Low End Router (2801)	MMM - Router 2801	Per VRF Membership			
	\$ 1,124.40	\$ 164.00	\$ 156.00	\$ 62.00	\$ 55.00	\$ 667.40	\$ 20.00			
	VRF Edge Site 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	T1/FT1 DSU WIC		
	\$ 1,492.21	\$ 310.00	\$ 312.00	\$ 97.41	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.40		
	VRF Edge Site 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	T1/FT1 DSU WIC	T1/FT1 DSU WIC	
	\$ 1,835.59	\$ 460.00	\$ 468.00	\$ 114.39	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.40	\$ 30.40	
	VRF Edge Site 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	T1/FT1 DSU WIC	T1/FT1 DSU WIC	T1/FT1 DSU WIC
	\$ 2,176.34	\$ 580.00	\$ 624.00	\$ 138.74	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.40	\$ 30.40	\$ 30.40
	VRF Edge Site DS3	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS	High End Router (3845)	MMM - Router 3845	Per VRF Membership			
	\$ 5,170.00	\$ 1,516.00	\$ 1,988.00	\$ 546.00	\$ 300.00	\$ 800.00	\$ 20.00			

* 512Kb sites are grandfathered

CBDS4 FRS Access - Single VRF with NATing Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	Router	MMM	VRF Membership	NAT	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
LGnet	VRF+NAT Edge Site 512K*	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	Low End Router (2801)	MMM - Single VPN Router 512K FT1	Per VRF Membership	NAT			
w/ (NAT)	\$ 655.00	\$ 104.00	\$ 156.00	\$ 33.00	\$ 55.00	\$ 267.00	\$ 20.00	\$ 20.00			
	VRF+NAT Edge Site 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	Low End Router (2801)	MMM - Single VPN Router 768K FT1	Per VRF Membership	NAT			
	\$ 1,083.40	\$ 134.00	\$ 156.00	\$ 31.00	\$ 55.00	\$ 667.40	\$ 20.00	\$ 20.00			
	VRF+NAT Edge Site T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	Low End Router (2801)	MMM - Router 2801	Per VRF Membership	NAT			
	\$ 1,144.40	\$ 164.00	\$ 156.00	\$ 62.00	\$ 55.00	\$ 667.40	\$ 20.00	\$ 20.00			
	VRF+NAT Edge Site 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	NAT	T1/FT1 DSU WIC		
	\$ 1,512.21	\$ 310.00	\$ 312.00	\$ 97.41	\$ 55.00	\$ 667.40	\$ 20.00	\$ 20.00	\$ 30.40		
	VRF+NAT Edge Site 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	NAT	T1/FT1 DSU WIC	T1/FT1 DSU WIC	
	\$ 1,855.59	\$ 460.00	\$ 468.00	\$ 114.39	\$ 55.00	\$ 667.40	\$ 20.00	\$ 20.00	\$ 30.40	\$ 30.40	
	VRF+NAT Edge Site 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS	Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	NAT	T1/FT1 DSU WIC	T1/FT1 DSU WIC	T1/FT1 DSU WIC
	\$ 2,196.34	\$ 580.00	\$ 624.00	\$ 138.74	\$ 55.00	\$ 667.40	\$ 20.00	\$ 20.00	\$ 30.40	\$ 30.40	\$ 30.40
	VRF+NAT Edge Site DS3	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS	High End Router (3845)	MMM - Router 3845	Per VRF Membership	NAT			
	\$ 5,190.00	\$ 1,516.00	\$ 1,988.00	\$ 546.00	\$ 300.00	\$ 800.00	\$ 20.00	\$ 20.00			

* 512Kb sites are grandfathered

CBDS4 FRS Access - Multi-Net Device without NAT Edge Site Bundle Table**

Bundle USE	Bundle Name	Port	Access	PVC	2nd PVC	Router	MMM	VRF Membership	Multi-VRF	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
MND	Multi-Net Device Edge Site 512K*	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS		Low End Router (2801)	MMM - Single VPN Router 512K FT1	Per VRF Membership	Multi-VRF			
without (NAT)	\$ 698.00	\$ 104.00	\$ 156.00	\$ 33.00	\$ 33.00	\$ 55.00	\$ 267.00	\$ 20.00	\$ 30.00			
	Multi-Net Device Edge Site 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS		Low End Router (2801)	MMM - Single VPN Router 768K FT1	Per VRF Membership	Multi-VRF			
	\$ 1,124.40	\$ 134.00	\$ 156.00	\$ 31.00	\$ 31.00	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00			
	Multi-Net Device Edge Site T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS		Low End Router (2801)	MMM - Router 2801	Per VRF Membership	Multi-VRF			
	\$ 1,216.40	\$ 164.00	\$ 156.00	\$ 62.00	\$ 62.00	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00			
	Multi-Net Device Edge Site 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS		Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	Multi-VRF	T1/FT1 DSU WIC		
	\$ 1,619.62	\$ 310.00	\$ 312.00	\$ 97.41	\$ 97.41	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 30.40		
	Multi-Net Device Edge Site 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS		Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	Multi-VRF	T1/FT1 DSU WIC	T1/FT1 DSU WIC	
	\$ 1,579.36	\$ 450.00	\$ 468.00	\$ 114.39	\$ 114.39	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 30.40	\$ 30.40	
	Multi-Net Device Edge Site 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS		Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	Multi-VRF	T1/FT1 DSU WIC	T1/FT1 DSU WIC	T1/FT1 DSU WIC
	\$ 2,345.08	\$ 580.00	\$ 624.00	\$ 138.74	\$ 138.74	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 30.40	\$ 30.40	\$ 30.40
	Multi-Net Device Edge Site DS3	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS		High End Router (3845)	MMM - Router 3845	Per VRF Membership	Multi-VRF			
	\$ 5,746.00	\$ 1,516.00	\$ 1,988.00	\$ 546.00	\$ 546.00	\$ 300.00	\$ 800.00	\$ 20.00	\$ 30.00			

** 2 Nets Minimum (One must be Tnet with min of 64kb CIR, plus at least one other VRF)

* 512Kb sites are grandfathered

CBDS4 FRS Access - Multi-Net Device with NAT Edge Site Bundle Table**

Bundle USE	Bundle Name	Port	Access	PVC	2nd PVC	Router	MMM	VRF Membership	Multi-VRF	NAT	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
MND	Multi-Net Device Edge Site +NAT 512K	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS		Low End Router (2801)	MMM - Single VPN Router 512K FT1	Per VRF Membership	Multi-VRF	NAT			
with (NAT)	\$ 718.00	\$ 104.00	\$ 156.00	\$ 33.00	\$ 33.00	\$ 55.00	\$ 267.00	\$ 20.00	\$ 30.00	\$ 20.00			
2 Nets Min	Multi-Net Device Edge Site +NAT 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS		Low End Router (2801)	MMM - Single VPN Router 768K FT1	Per VRF Membership	Multi-VRF	NAT			
	\$ 1,144.40	\$ 134.00	\$ 156.00	\$ 31.00	\$ 31.00	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 20.00			
	Multi-Net Device Edge Site +NAT T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS		Low End Router (2801)	MMM - Router 2801	Per VRF Membership	Multi-VRF	NAT			
	\$ 1,236.40	\$ 164.00	\$ 156.00	\$ 62.00	\$ 62.00	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 20.00			
	Multi-Net Device Edge Site +NAT 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS		Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	Multi-VRF	NAT	T1/FT1 DSU WIC		
	\$ 1,639.62	\$ 310.00	\$ 312.00	\$ 97.41	\$ 97.41	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 20.00	\$ 30.40		
	Multi-Net Device Edge Site +NAT 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS		Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	Multi-VRF	NAT	T1/FT1 DSU WIC	T1/FT1 DSU WIC	
	\$ 1,999.36	\$ 450.00	\$ 468.00	\$ 114.39	\$ 114.39	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 20.00	\$ 30.40	\$ 30.40	
	Multi-Net Device Edge Site +NAT 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS		Mid-Level Router (2811)	MMM - Router 2811	Per VRF Membership	Multi-VRF	NAT	T1/FT1 DSU WIC	T1/FT1 DSU WIC	T1/FT1 DSU WIC
	\$ 2,365.08	\$ 580.00	\$ 624.00	\$ 138.74	\$ 138.74	\$ 55.00	\$ 667.40	\$ 20.00	\$ 30.00	\$ 20.00	\$ 30.40	\$ 30.40	\$ 30.40
	Multi-Net Device Edge Site +NAT DS3	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS		High End Router (3845)	MMM - Router 3845	Per VRF Membership	Multi-VRF	NAT			
	\$ 5,766.00	\$ 1,516.00	\$ 1,988.00	\$ 546.00	\$ 546.00	\$ 300.00	\$ 800.00	\$ 20.00	\$ 30.00	\$ 20.00			

** 2 Nets Minimum (One must be Tnet with min of 64kb CIR, plus at least one other VRF)

* 512Kb sites are grandfathered

CBDS4 Optional Data Services Table		
Product/Service	Monthly	NRC
Router High Availability		
Edge Site UPS System	\$0	\$510
Redundant Power Supply (RPS)	\$60	\$0
PWR-7200 (Redundant Power Supply for 7206)	\$91.17	\$0
Circuit High Availability		
Backup P-to-P DS1 Circuit to Another Edge Site Within Same Wire Center	\$236	\$0
Redundant Edge site FRS circuit		
FRS Port <i>(see Std Edge Site Bundles table for pricing)</i>	<i>see table</i>	\$0
FRS Access <i>(see Std Edge Site Bundles table for pricing)</i>	<i>see table</i>	\$0
MPLS PVC CIR <i>(see MPLS PVC/CIR table for pricing)</i>	<i>see table</i>	\$0
Diverse Routing on Redundant DS1 UNI Circuit	\$75	\$525
Additional LAN / WAN Interfaces		
Standard Edge router includes two Ethernet interfaces	\$0	\$0
4 Port Etherswitch HWIC	\$12.90	\$0
9 Port Etherswitch HWIC	\$24.30	\$0
16 Port 10/100 Etherswitch NM	\$45.43	\$0
T1 / FT1 DSU WIC <i>(One port - data only)</i>	\$30.40	\$0
1 Port Serial WIC	\$12.00	\$0
External T1 CSU/DSU	\$26.00	\$0
PA-2FE-TX	\$89.95	\$0
PA-GE	\$153.87	\$0
PA-8T-V35 (8 Port Serial)	\$243.11	\$0
Non-standard Interfaces	<i>TBD</i>	\$0
Additional Protocol Support		
Standard Protocol includes IP and IP QOS enabled DiffServ	\$0	\$0
Secondary IP Addresses - Per address	\$10	\$0
SSM Multicast	\$0	\$0
Per Site Per Additional Protocol (Examples - NAT, GRE, cRTP)	\$20	\$0
Access Control Lists		T&M
VRF Support		
Per Site Per VRF Membership	\$20	\$0
Multi-VRF	\$30	\$0
Unmanaged Tail Circuit Support		
Tail Circuit Site Routing	\$75	\$300

CBDS4 Optional Voice Services Table		
Product/Service	Monthly	NRC
DSP Modules		
PVDM2-48 48-Channel Packet Voice/Fax DSP Module	\$ 57.83	\$0
PVDM2-64 64-Channel Packet Voice/Fax DSP Module	\$ 77.09	\$0
Analog Interfaces		
VIC2-2FXO Two-port FXO	\$ 9.64	\$0
VIC2-4FXO Four-port FXO	\$ 19.27	\$0
VIC-2DID Two-port DID/FXS	\$ 9.64	\$0
VIC-4FXS/DID Four-port DID/FXS	\$ 19.27	\$0
Digital Interfaces		
VWIC2-1MFT-T1 (One port - voice/data)	\$31.33	\$0
VWIC2-2MFT-T1 (Two port - voice/data)	\$48.18	\$0
Voice IOS Upgrade / Service	Monthly	
Cisco 2800 IP Voice (Gateway Services)	\$ 12.10	\$0.00
DPA (Dial Plan Administration)	TBD	TBD
CME (Call Manager Express)	TBD	TBD
CUE (Cisco Unity Express - Voice Mail)	TBD	TBD
SRST (Survivable Remote Site Telephony)	TBD	TBD

Note: All voice services software MAC activity is billable as T&M.

CBDS4 OPT-E-MAN Rate Table*		
Product/Service	Monthly	NRC
OPT-E-MAN Routers		
Mid-Level Router (2811) - used for CIR < =50M	\$ 55.00	\$ -
High End Router (3845) - used for CIR > 50M <= 250M	\$ 300.00	\$ -
High End Router (7206) - used for CIR =500M	\$ 300.00	\$ -
OPT-E-MAN Router MMM		
MMM - Router 2811	\$ 667.40	\$ -
MMM - Router 3845	\$ 800.00	\$ -
MMM - Router 7206	\$ 800.00	\$ -
OPT-E-MAN Transport (Router and MMM not included)		
10/100Mb Copper Port Options (max of 8 EVC's)		
Ethernet 2Mb CIR	\$ 425.00	\$ -
Ethernet 4Mb CIR	\$ 650.00	\$ -
Ethernet 5Mb CIR	\$ 750.00	\$ -
Ethernet 8Mb CIR	\$ 850.00	\$ -
Ethernet 10Mb CIR	\$ 900.00	\$ -
Ethernet 20Mb CIR	\$ 1,000.00	\$ -
Ethernet 50Mb CIR	\$ 1,100.00	\$ -
Ethernet 100Mb CIR	\$ 1,200.00	\$ -
1Gb MM Fiber Port Options (max of 64 EVC's)		
Ethernet 50Mb CIR	\$ 1,200.00	\$ -
Ethernet 100Mb CIR	\$ 1,300.00	\$ -
Ethernet 250Mb CIR	\$ 1,800.00	\$ -
Ethernet 500Mb CIR	\$ 2,200.00	\$ -

* Based Upon Availability

2Mb, 4Mb, 5Mb and 8Mb Provisioned over copper facilities

Special Construction Charges may apply

Repeater charges may apply based on distance limitations

Pricing above includes the Head-end connection for the following BBO offices: Southfield, Grand Rapids, Saginaw

Not available in Lansing and Upper Pensisula.

CBDS4 MPLS PVC / CIR Rate Table *

CIR Speed (K)	Monthly Charge	NRC
64	\$15.00	\$0.00
128	\$24.00	\$0.00
192	\$25.50	\$0.00
256	\$27.00	\$0.00
384	\$30.00	\$0.00
512	\$33.00	\$0.00
768	\$31.00	\$0.00
1024	\$54.00	\$0.00
1536	\$62.00	\$0.00
3000	\$97.41	\$0.00
4000	\$114.39	\$0.00
5000	\$165.00	\$0.00
6000	\$138.74	\$0.00
7000	\$208.00	\$0.00
8000	\$224.00	\$0.00
9000	\$237.00	\$0.00
10000	\$246.00	\$0.00
11000	\$262.00	\$0.00
12000	\$275.00	\$0.00
15000	\$306.00	\$0.00
20000	\$366.00	\$0.00
25000	\$414.00	\$0.00
30000	\$462.00	\$0.00
35000	\$504.00	\$0.00
40000	\$546.00	\$0.00

* Items listed available only as part of Edge Site Bundle.

*Edge Site Bundle requires minimum purchase of: Premise equipment, MMM Services, Port and Access (UNI), MPLS PVC-CIR equal to port rate.

AT&T Owned Managed Etherswitch Services Table						
Product/Service	Description	Etherswitch Hardware	Standard Maintenance & Management	Enhanced Maintenance & Management	Standard/port	Enhanced/port
Stackable Etherswitches*						
WS-C2960-24TT-L	24 Port with 2-1000BT	\$ 31.22	\$ 54.00	\$ 94.56	\$ 3.55	\$ 5.24
WS-2950G-24-EI or WS-C2960-24TC-L	24 Port with 2T/2-SFP	\$ 43.66	\$ 54.00	\$ 94.56	\$ 4.07	\$ 5.76
WS-C3560-24PS-S	24 port with PoE / 2-SFP	\$ 84.14	\$ 54.00	\$ 94.56	\$ 5.76	\$ 7.45
WS-C2960-48TT-L	48 Port with 2-1000BT	\$ 60.16	\$ 72.00	\$ 126.24	\$ 5.51	\$ 7.77
WS-C2960-48TC-L	48 Port with 2T/2-SFP	\$ 78.66	\$ 72.00	\$ 126.24	\$ 6.28	\$ 8.54
WS-C3560-48PS-S	48 port with PoE / 4-SFP	\$ 139.31	\$ 72.00	\$ 126.24	\$ 8.80	\$ 11.06
Modular Etherswitches*						
WS-C4500	Modular	ICB	ICB	ICB		
WS-C6500	Modular	ICB	ICB	ICB		

*Or Equivalent

DIT Owned Managed Etherswitch Services Table					
Product/Service	Description		Standard Maintenance & Management	Enhanced Maintenance & Management	
Stackable Etherswitches					
Cisco 12 Port Switch	12 Port Stackable		\$ 38.50	\$ 67.38	
Cisco 24 Port Switch	24 Port Stackable		\$ 54.00	\$ 94.56	
Cisco 48 Port Switch	48 Port Stackable		\$ 72.00	\$ 126.24	
Modular Etherswitches					
Cisco 144 Port Switch	144 Modular		\$ 302.40	\$ 529.20	
Additional Modular Ports	1 Additional Port		\$ 2.10	\$ 3.68	

CBDS4 Misc Services Rate Table

Product/Service	NRC		
Order Expedite	\$250		
In Process Service Order Change Charge: (applies to Configuration Change, PVC change, Port change)	\$50		
In Process Service Order Cancellation	\$250		
Non CBDS4 Installation (Cable,xDSL,IPVPN)	\$250		
On Site Move Charge	\$225		
Additional Expedite Charges may apply	See Expedite Charges Tab		
Paper Reports			
Single Sided	\$250 plus \$.15 /sheet		
Double Sided	\$250 plus \$.25 /sheet		
Labor Rates	Hourly Rate	Out of Hours Rate *	Comments
Help Desk			
Level 1 Engineering	\$ 75	\$ 113	Billed in 1/4 hour increments.
Level 2 Engineering	\$ 100	\$ 150	Billed in 1/4 hour increments.
Level 3 Engineering	\$ 150	\$ 225	Billed in 1/4 hour increments.
Field Services			
Technician	\$ 125	\$ 188	Billed in 1/4 hour increments. One hour minimum. **
Engineering	\$ 150	\$ 225	Billed in 1/4 hour increments. One hour minimum. **
Professional Services			
Project Management	TBD by project	N/A	Billed in 1 day increments, one month minimum. ***
IT Services	TBD by project	N/A	Billed in 1 day increments, or project pricing. ***
Engineering Consulting	TBD by project	N/A	Billed in 1 day increments, or project pricing. ***

* After normal business hours, Saturday, Sunday, and Holidays.

** Travel is chargeable. Minimum 4 hours outside of normal business hours.

*** Travel and Expenses may be chargeable.

Expedite Rates

Product/Service Request	Expedite Charge
DS0/DS1 0-2 Day Interval	Not Available
DS0/DS1 3 Days Interval	\$2,500.00
DS0/DS1 4 Days Interval	\$2,000.00
DS0/DS1 5 Days Interval	\$1,500.00
DS0/DS1 6 Days Interval	\$675.00
DS0/DS1 7 Days Interval	\$500.00
DS0/DS1 8 Days Interval	\$500.00
DS0/DS1 9 Days or More	\$500.00
DS3 0-2 Day Interval	Not Available
DS3 3 Days Interval	\$4,500.00
DS3 4 Days Interval	\$4,000.00
DS3 5 Days Interval	\$3,500.00
DS3 6 Days Interval	\$3,000.00
DS3 7 Days Interval	\$2,500.00
DS3 8 Days Interval	\$2,000.00
DS3 9 Days Interval	\$1,500.00
DS3 10 Days Interval	\$725.00
DS3 11 Days Interval	\$500.00
DS3 12 Days Interval	\$500.00
DS3 13 Days or More	\$500.00

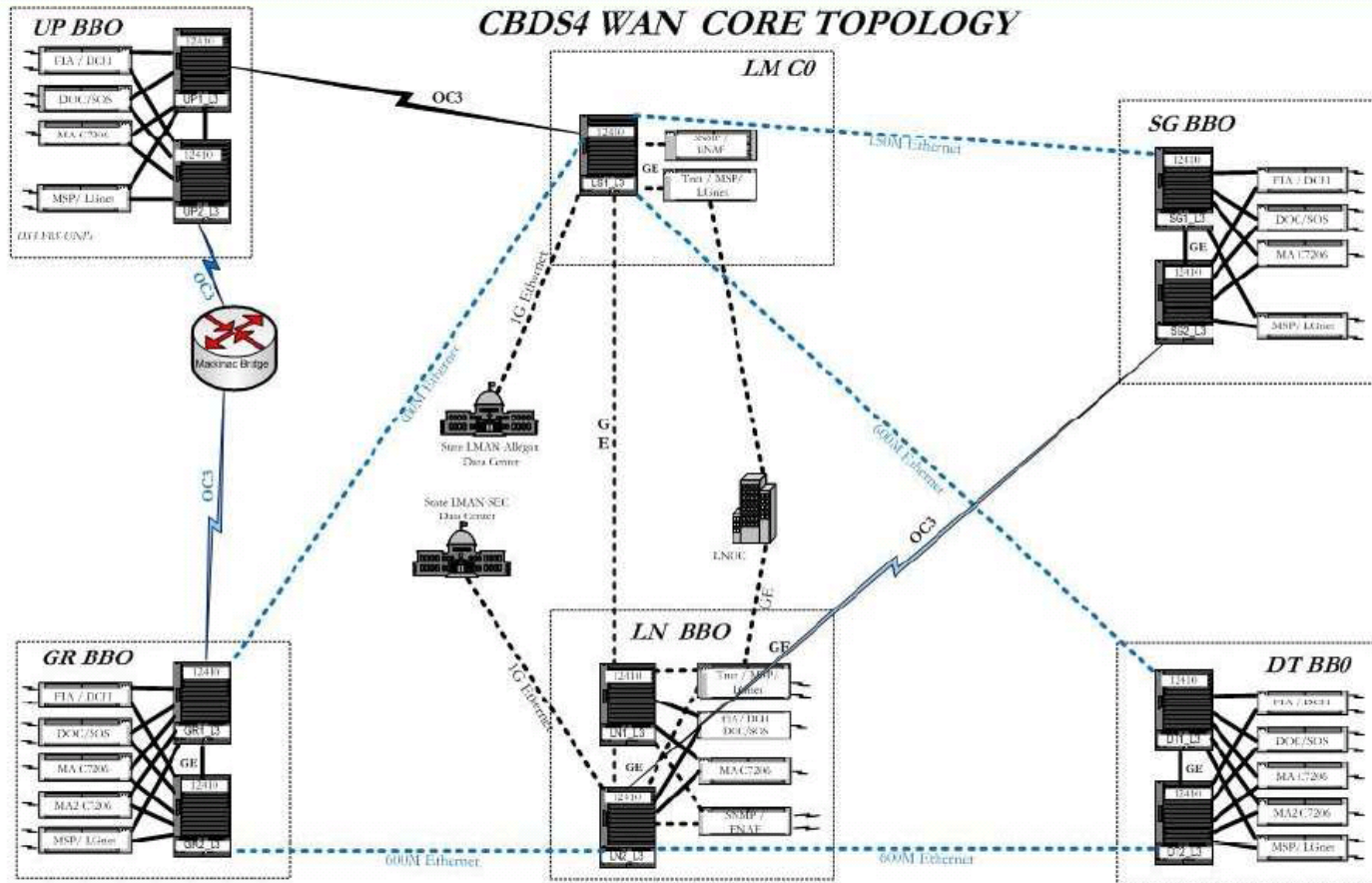
Note:

If State of Michigan desires that service be provided on a due date earlier than the standard due date interval, the State of Michigan may request the service be provided on an expedited basis.

Additional costs may be required to meet the requested service date. If so, the State of Michigan will be notified by AT&T and will be provided an estimate of the additional charges involved (see table above).

If AT&T is unable to meet the agreed upon expedited service date, but the service is still provided on an expedited basis (prior to original due date offered by AT&T), the State of Michigan will still incur applicable expedite charges.

CBDS4 WAN CORE TOPOLOGY



----- 802.1Q Trunk for Multi-VRF Traffic

..... AT&T EPLS

----- AT&T OC3

----- Natlight OC3



Network Design / Proposal

State of Michigan

Project: CBDS 4

Customer:

Backbone Network Topology

Page Title: SOM Backbone CBDS 4

Sheet: 1 of 1

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Revision: 09/25/09 Date: 09/25/09 Design Organization: GBS Engineering Design Engineer: Roger Bowman File Name: SOM CBDS4 Backbone 9-25-09.sld

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

1. SERVICES

- AT&T Ethernet Private Line - WAN Service – Basic ("Basic Service Circuits")

Basic Service Circuit provides dedicated transport capacity between two AT&T POPs (and between the AT&T POP(s) and the Customer Site(s), if access is included as provided below). AN EPLS WAN Basic Service Circuit is available only as an unprotected service, i.e., on a route that does not have a protection path within the AT&T network.

2. PRICING SCHEDULE TERM/SERVICE PERIOD AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
36 Months	Effective Date of this Pricing Schedule
Effective Date of Rates	Effective Date of this Pricing Schedule

3. CREDITS, MINIMUM RETENTION AND PAYMENT PERIODS

3.1 Minimum Payment Period

Applicable Charges	Service Components	Minimum Payment Period
100% of Monthly Recurring Charge	All 1 Gbps or smaller Circuits provided under this Pricing Schedule	36 Months

3.2 Service Specific Terms and Conditions

3.2.1 Basic Service Circuits– Service Availability SLA

For Basic Service Circuits an interruption credit allowance will be made for each reported interruption in a given month, in accordance with the table below. If more than one interruption is reported on a Basic Service Circuit in a given month, each subsequent interruption is considered independently in calculating total credits for that Basic Service Circuit. The Monthly Recurring Charge for the Basic Service Circuit in the month that the interruption occurs will be the basis for calculation of the credit allowance for that month. However, the cumulative credit allowances shall not exceed 50 percent of the Monthly Recurring Charge for that Basic Service Circuit in a given month. Credit may not be carried over to subsequent months.

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

An interruption period begins when the Customer reports a Basic Service Circuit to be interrupted and releases it for testing and repair. An interruption period ends when the Basic Service Circuit is operative. Only the interrupted portion of the Basic Service Circuit will receive a credit.

Length of Interruption	Credit Allowance against Monthly Recurring Charge
1 minute up to, but not including, 1 hour	5%
1 hour up to, but not including, 2 hours	10%
2 hours up to, but not including, 3 hours	15%
3 hours up to, but not including, 4 hours	20%
4 hours up to, but not including, 5 hours	25%
5 hours up to, but not including, 6 hours	30%
6 hours up to, but not including, 7 hours	35%
7 hours up to, but not including, 8 hours	40%
8 hours up to, but not including, 9 hours	45%
9 hours or more	50%*
* Total Credits in a given month shall not exceed 50% of the Monthly Recurring Charge for the affected Basic Service Circuit in that month.	

3.2.2 When Credit Allowance Does Not Apply

Credit allowance does not apply for

1. Interruptions caused by the negligence of the Customer or others authorized by the Customer to use the Customer's Service,
2. Interruptions due to the failure of power, equipment, systems or connections not provided by AT&T under this Pricing Schedule,
3. Interruptions due to Customer premises equipment whether provided by AT&T or others,
4. Interruptions during any period when the Customer or User has released the Service for maintenance or rearrangement purposes, or for the implementation of a Customer order,
5. Interruptions which continue because of the Customer's failure to authorize replacement of any element of special construction,
6. Interruptions during periods when the Customer elects not to release the Service for testing and/or repair,
7. Interruptions caused by the failure of access whether provided by AT&T or a third-party,
8. Interruptions not reported to AT&T or where there is a trouble reported, but no trouble found, or,
9. Interruptions due to labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond AT&T's reasonable control.

3.2.3 Billing

Billing for a Circuit begins on the date AT&T completes installation of the Circuit.

3.2.4 Critical Dates

A critical date schedule is established by AT&T for each Ethernet Private Line Service Circuit ordered. AT&T uses this schedule to identify key activities in the service order process, to monitor the progress of the installation, and to administer the schedule of cancellation charges. Critical date schedules may vary between service orders.

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On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

The critical dates monitored by AT&T for each Circuit are:

Application Date (APP):	The date on which the Customer provides a firm commitment and sufficient information to AT&T to proceed with issuance of a firm order for service.
Scheduled Issue Date (SID):	The date on which the service order is entered into AT&T's service order distribution system.
Design Layout Report Date (DLRD):	The date on which the Design Layout Report or access interface information is received by AT&T from the LEC.
Records Issue Date (RID):	The date on which all Circuit design and assignment information is sent to the central office installation force.
Wired and Office Tested Date (WOTD):	The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.
Circuit Test and Acceptance Date (CTAD):	The date by which overall testing of the service is completed
Due Date (DD):	The date that has been established for completion of the installation of the service.

3.2.5 Definitions

AT&T Point of Presence ("POP") – An AT&T POP in one of the forty-eight contiguous United States or the District of Columbia from which AT&T provided Ethernet Private Line Service Circuits are furnished.

Access Channel - An Access Channel generally enables the transmission of voice and data using digital signals between a Customer Site and a designated AT&T POP.

Access Connections – An Access Connection provides the function at an AT&T POP, of connecting Access Channels, other access, or an AT&T service to an IOC, another Access Channel, other access, or an AT&T enhanced service. One Access Connection applies for each Access Channel, other access or AT&T service connected.

Inter-Office Channel ("IOC") - An IOC generally enables the transmission of voice and data using digital signals between two AT&T POPs.

3.2.6 Special Construction

The Rates specified in this Pricing Schedule do not include the charges for any special construction and/or additional access charges that may be applicable. After placing an order, the Customer may be notified that special construction and/or additional access charges apply because, for example, AT&T or an underlying access service provider must install special equipment or incur unusual expenses to establish Service. Facilities construction relating to special construction and/or additional access charges will not begin until the Customer has agreed in writing to pay the special construction and/or additional access charges.

If the Customer authorizes the special construction and then cancels an order before completion of the special construction, a cancellation charge will apply. The cancellation charge will include all non-recoverable costs incurred by AT&T for the special construction and/or additional access charges.

If, after placing an order for Service and agreeing to pay special construction and/or additional access charges, Customer terminates or cancels the Service, Customer shall remain obligated to pay the special construction and/or additional access charges identified or incurred by AT&T prior to termination or cancellation. If Customer does not agree to pay the special construction and/or additional access charges determined by AT&T to be applicable to Customer's order for Service, either party may cancel such order and Service by written notice to the other party, without early termination charge or other liability to the other party.

3.2.7 AT&T Equipment

Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

4. RATES

4.1 Ethernet Private Line – WAN Service Basic Service Circuits

Service	Monthly Charge	Installation Charge
<u>Ethernet Private Line – WAN Service - Basic Service Circuit</u> Speed: 600 Mbps	\$6,429.60	\$0.00
<u>IOC –</u> Location A - From: Grand Rapids, MI Location Z - To: Lansing, MI		
<u>LOCATION A –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 29 Pearl St NW City, State: Grand Rapids MI Zip Code: 49503 SWC CLLI Code: GDRPMIBL SEAP SERIAL # (AT&T administrative quote ID): 10962590S USO# (AT&T administrative quote ID): n/a		
<u>LOCATION Z –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 221 N Washington Square City, State: Lansing MI Zip Code: 48933 SWC CLLI Code: LNNGMIMN SEAP SERIAL # (AT&T administrative quote ID): 10962593S USO# (AT&T administrative quote ID): n/a		

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
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On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

4.2 Ethernet Private Line – WAN Service Basic Service Circuits

Service	Monthly Charge	Installation Charge
<u>Ethernet Private Line – WAN Service - Basic Service Circuit</u> Speed: 600 Mbps	\$6,429.60	\$0.00
<u>IOC –</u> Location A - From: Grand Rapids, MI Location Z - To: Lansing, MI		
<u>LOCATION A –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 29 Pearl St NW City, State: Grand Rapids MI Zip Code: 49503 SWC CLLI Code: GDRPMIBL SEAP SERIAL # (AT&T administrative quote ID): 10962590S USO# (AT&T administrative quote ID): n/a		
<u>LOCATION Z –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 2628 Lake Lansing Rd City, State: Lansing MI Zip Code: 48912 SWC CLLI Code: LNNGMIMN SEAP SERIAL # (AT&T administrative quote ID): 10962593S USO# (AT&T administrative quote ID): n/a		

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

4.3 Ethernet Private Line – WAN Service Basic Service Circuits

Service	Monthly Charge	Installation Charge
<u>Ethernet Private Line – WAN Service - Basic Service Circuit</u> Speed: 150 Mbps	\$4,016.96	\$0.00
<u>IOC –</u> Location A - From: Saginaw, MI Location Z - To: Lansing, MI		
<u>LOCATION A –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 1 Tuscola City, State: Saginaw MI Zip Code: 48607 SWC CLLI Code: SGNWMIFA SEAP SERIAL # (AT&T administrative quote ID): 10962935S USO# (AT&T administrative quote ID): n/a		
<u>LOCATION Z –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 221 N Washington Square City, State: Lansing MI Zip Code: 48933 SWC CLLI Code: LNNGMIMN SEAP SERIAL # (AT&T administrative quote ID): 10962591S USO# (AT&T administrative quote ID): n/a		

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

4.4 Ethernet Private Line – WAN Service Basic Service Circuits

Service	Monthly Charge	Installation Charge
<u>Ethernet Private Line – WAN Service - Basic Service Circuit</u> Speed: 600 Mbps	\$6,439.72	\$0.00
<u>IOC –</u> Location A - From: Southfield, MI Location Z - To: Lansing, MI		
<u>LOCATION A –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 22146 W 9 Mile Rd City, State: Southfield MI Zip Code: 48034 SWC CLLI Code: SFLDMIMN SEAP SERIAL # (AT&T administrative quote ID): 10962615S USO# (AT&T administrative quote ID): n/a		
<u>LOCATION Z –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 221 N Washington Square City, State: Lansing MI Zip Code: 48933 SWC CLLI Code: LNNGMIMN SEAP SERIAL # (AT&T administrative quote ID): 10962593S USO# (AT&T administrative quote ID): n/a		

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

ETHERNET PRIVATE LINE – WAN SERVICE

4.5 Ethernet Private Line – WAN Service Basic Service Circuits

Service	Monthly Charge	Installation Charge
<u>Ethernet Private Line – WAN Service - Basic Service Circuit</u> Speed: 600 Mbps	\$6,400.84	\$0.00
<u>IOC –</u> Location A - From: Southfield, MI Location Z - To: Lansing, MI		
<u>LOCATION A –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 22146 W 9 Mile Rd City, State: Southfield MI Zip Code: 48034 SWC CLLI Code: SFLDMIMN SEAP SERIAL # (AT&T administrative quote ID): 10962618S USO# (AT&T administrative quote ID): n/a		
<u>LOCATION Z –</u> Access at this location is provided under this Pricing Schedule <u>Site Address</u> Street Address: 2628 Lake Lansing Rd City, State: Lansing MI Zip Code: 4893312 SWC CLLI Code: LNNGMIMN SEAP SERIAL # (AT&T administrative quote ID): 10962593S USO# (AT&T administrative quote ID): n/a		

4.6 Cancellation Charges

If the cancellation of the order is received by AT&T on or before:	Customer will be billed the following one time Cancellation Charge:
Basic Service Circuits	
Scheduled Issue Date (SID)	\$20,000.00
Design Layout Record Date (DLRD)	\$80,000.00
Record Issue Date (RID)	\$120,000.00
Wired and Office Tested Date (WOTD)	\$140,000.00
Circuit Tested and Available Date (CTAD)	\$150,000.00
Due Date (DD)	\$160,000.00

It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

End of Document

AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

AT&T BANDWIDTH SERVICES

1. SERVICES

- AT&T Bandwidth Services

2. PRICING SCHEDULE TERM

<u>Pricing Schedule Term</u>	<u>Term Start Date</u>
Longer of: (1) 36 months; or (2) until end of Minimum Payment Period for last circuit installed	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

<u>Minimum Payment Period</u>	<u>Service Components</u>
36 months, unless specifically stated in Section 5	Each Service Component, unless specifically stated in Section 5

4. WAIVERS AND MINIMUM RETENTION PERIODS

4.1 Waivers

<u>Charges Waived</u>	<u>Month of Pricing Schedule Term in which Charges are waived</u>	<u>Minimum Retention Period</u>
Waiver Package C as specified in the Service Guide	N/A	12 months

5. RATES – The Monthly Charges and Installation Charges listed below are per Service Component. Charges stated below per Access Channel, except OC-12 or higher, are valid for any NPA-NXX where such Access Channels are provisioned from the same Serving Wire Center (SWC CLLI).

5.1 OC-3 IOC and OC-3 Access Channel

<u>Service</u>	<u>Monthly Charge</u>
OC-3 IOC	\$1,381.47
From: SGNWMIAT – To: LNNGMIMN	
Associated OC-3 Access Connections	\$0.00
Location A - OC-3 Access Channel – SGNWMIFA	\$2421.02
Location Z - OC-3 Access Channel – LNNGMIMN	\$2040.79
Associated OC-3 Access Coordination Functions	\$0.00
Total Monthly Recurring Charges	\$5,843.28

It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

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AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")

Between

STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES

On behalf of its Affiliates ("AT&T")

GigaMAN Service – AT&T CN 20031118-0951 ("Amendment")

1. AT&T and Customer agree to modify the Amendment to upgrade two (2) tiered GigaMAN circuits to full GigaMAN circuits at the following locations:

Location A

2628 Lake Lansing Rd., Lansing Twp., CLLI-LGPTMAI
530 W. Allegan St., Lansing, CLLI-LNNGMIEK

Location Z

337 Abbott Rd., East Lansing, CLLI-ELNSMIMN
221 N. Washington Sq., Lansing, CLLI-LNNGMIMN

2. As a result of the upgrade Customer shall pay the following Monthly Recurring Charges, for a thirty-six (36) month term commitment, coterminous with the Agreement:

Rates for 36 Month Amendment		Quantity		Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	Q Existing	MRC	NRC (new or growth only)	MRC	NRC
GigaMAN ®	Chan Term / LDC / N2TDX	-	4	\$ 1,140.00	\$0.00	\$ 4,560.00	\$0.00
GigaMAN ®	Fixed Mileage / CMT / CTJ	-	2	\$ 40.00	\$0.00	\$ 80.00	\$0.00
GigaMAN ®	Variable Mileage / CM / 3LN5S	-	9	\$ 40.00	\$0.00	\$ 360.00	\$0.00
Total						\$ 5,000.00	\$0.00

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Opt-E-MAN Service – AT&T CN 20061101-0604, 20080917-0236, 20090213-0247 (“Amendment”)

1. AT&T and Customer agree to modify the Amendment to allow for additions to the Opt-E-MAN Service at any time during the term of the Agreement. Customer shall pay the following Monthly Recurring Charges, commencing upon implementation, pursuant to a new thirty-six (36) month term commitment:

Component	Service Description / USOC	3 yr/Monthly Rate
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	\$400.00
Opt-E-MAN	Basic Plus Connection 1G / P9FHX	\$500.00
Opt-E-MAN	CIR - 5 Mbps (Silver) / R6EAC	\$350.00
Opt-E-MAN	CIR - 10 Mbps (Silver) / R6EBC	\$500.00
Opt-E-MAN	CIR - 20 Mbps (Silver) / R6EDC	\$600.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	\$700.00
Opt-E-MAN	CIR - 100 Mbps (Silver) / R6ELC	\$800.00
Opt-E-MAN	CIR - 250 Mbps (Silver) / R6EQC	\$1,300.00
Opt-E-MAN	CIR - 500 Mbps (Silver) / R6ETC	\$1,700.00
Opt-E-MAN	Repeater / VU4	\$255.00
OEM/Ethernet over Copper	Basic Plus Connection 10/100 Mbps / P9FFX	\$400.00
OEM/Ethernet over Copper	CIR - 2 MBPS (Silver) / R6E2C	\$25.00
OEM/Ethernet over Copper	CIR - 4 MBPS (Silver) / R6E4C	\$250.00
OEM/Ethernet over Copper	CIR - 5 MBPS (Silver) / R6EAC	\$350.00
OEM/Ethernet over Copper	CIR - 8 MBPS (Silver) / R6E8C	\$450.00
OEM/BBO Locations only	Basic Plus Connection 1G / P9FHX	\$0.00
OEM/BBO Locations only	CIR - 1 Gbps (Silver) / R6EZB	\$0.00

Pricing Contingencies:

- a.) Pricing assumes facilities exist and are available. If facilities do not exist, additional charges may apply.
b.) The following CIR speeds are assumed to be delivered on Ethernet over Copper facilities: 2Mbps, 4Mbps, 5Mbps and 8 Mbps. If locations do not qualify for Ethernet over Copper, additional charges may apply.
c.) Zero-rated 1Gbps circuits are only available at BBO locations.
d.) Customer must have ten (10) remote locations in service within the BBO-serving area in order for AT&T to deliver 1Gbps circuits to additional BBO locations.
e.) Repeater chargers may apply due to distance limitations.

2. AT&T and Customer agree to modify the Amendment to zero-rate existing Opt-E-MAN Service at the following BBO Locations, for a term coterminous with the Agreement:

BBO Location Address	Circuit ID
Southfield BBO- 22146 W. Nine Mile, Southfield	L1XN 746886..MB
Saginaw BBO- One Tuscola, Saginaw	L2XN 996735..MB
Grand Rapids BBO- 29 Pearl NW, 2nd Floor, Grand Rapids	L1XN 996750..MB

It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

End of Document

	Page 2 of 2	
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AMENDMENT TO MASTER SERVICES CONTRACT (MSC) # 071B3001358 ("Agreement")
Between
STATE OF MICHIGAN ("Customer") AND SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
On behalf of its Affiliates ("AT&T")

AT&T TELECONFERENCING SERVICES

1. SERVICES

- AT&T Audio-Teleconference Bridge Service
- AT&T Executive/Event/ Event Deluxe/Premier TeleConference Service
- AT&T Teleconference Web Meeting Service
- AT&T Global Teleconference Service
- AT&T Connect—Integrated Edition Service

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
3 year(s)	Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
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3. RATES

3.1 AT&T Audio-TeleConference Bridge Service

Domestic Rates	
Call Type	Usage Charge Per Minute
AT&T Dial-Out/Operator Assisted Conference Calls	\$0.2000
Operator Assisted Bridge Arrangement Toll Free Dial In	\$0.1150
Automated Access Bridge Arrangement Toll Free Dial In	\$0.0800
Automated Access Bridge Arrangement Toll Free Dial In/Reservationless	\$0.0300
Operator Assisted Bridge Arrangement Caller Paid	\$0.1000
Automated Access Bridge Arrangement Caller Paid	\$0.0700
Automated Access Bridge Arrangement Caller Paid/Reservationless	\$0.0390
Host Dial Out	\$0.0700

3.2 AT&T Executive TeleConference Service

Call Type Dial In/Dial Out	Price Per Port Minute of use
Domestic Operator Dial Out	\$0.4500
Domestic Toll Free Dial In	\$0.3200
Domestic Caller Paid Dial In	\$0.2700

3.3 AT&T Event and Event Deluxe TeleConference Service

Call Type Dial In/Dial Out	Price Per Port Minute of use
Domestic Operator Dial Out	\$0.4500
Domestic Toll Free Dial In	\$0.2200
Domestic Caller Paid Dial In	\$0.1800

3.4 AT&T Premier TeleConference Service

Call Type Dial In/Dial Out	Price Per Port Minute of use
Domestic Operator Dial Out	\$0.4500
Domestic Toll Free Dial In	\$0.2500
Domestic Caller Paid Dial In	\$0.2450

3.5 AT&T TeleConference Web Meeting Service

Cost Per Minute:

	Per Minute
For each Port used in a WebMeeting conference	\$0.1500

3.6 AT&T Web Conference Suite

Cost Per Minute:

	Per Minute
For each Port used in a WebMeeting conference	\$0.1900
Site Setup	\$2,500.00

3.7 AT&T Connect-Integrated Edition - When available, Customer will be provisioned for Voice over Computer.

3.7.1 Subscription

Software Per Minute Services Available	Per Minute Per Participant Rate
Integrated Edition	\$0.084

Integrated Edition Software Named User Subscription	Number of Named Users	Number of Guest Users	Monthly Subscription/ Service Fees Per Named User	Service Rollout Days Included
Named User Subscription	2499*	124	\$10.26	10
*Customer must submit the "AT&T Connect Integrated Edition – Initial/Supplemental Order Form" per Attachment A to order initial/supplemental number of 'Named Users'.				

3.7.2 Maintenance and Support Services

Annual Service	Maintenance and Support Fees
Maintenance and Support	Included

3.7.3 Expressway

Annual Service	Annual Fee
Expressway	Included

3.7.4 Professional Services

Number of Days	Description	Personnel Level	Daily Rate
0	General implementation and training services	Junior Consultant/Trainer	\$1,500.00
0	General implementation and training services	Senior Consultant	\$1,800.00
0	General implementation and training services	Project Manager	\$2,000.00

In addition to the fees, Customer will reimburse AT&T for any reasonable out-of-pocket expenses incurred by AT&T in connection with performing any Services at Customer's site within thirty (30) days of invoice date.

It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

End of Document

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 5, 2009

CHANGE NOTICE NO. 34
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430 VENDOR NUMBER BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #34

Page 2

NATURE OF CHANGE (S):

Effective immediately, the vendor contact for Verizon has CHANGED. The new contact is:

Robert Weldon

Robert.weldon@verizonbusiness.com

(248) 728 – 5416

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 4, 2009

CHANGE NOTICE NO. 33
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430 VENDOR NUMBER BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

- 1. This CCN removes the 43100 Dequindre location from consideration in the OptiMAN bundle and replaces that site with the 125 E. Union Flint State Office building, retaining the OptiMAN bundled pricing (See attached Details).**
- 2. Additional request for SNET Services at 3044 West Grand Blvd., Detroit, MI (See attached Details).**

All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003, as from time to time amended (the "Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

7. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service for the designated location set forth herein. OPT-E-MAN® Service at the 43100 Dequindre location (AT&T Contract No. 20080917-0249) will be disconnected without incurring termination penalties.
8. AT&T represents and Customer understands that OPT-E-MAN® Service is available under a term commitment ("Term") and in the event Customer elects to terminate the Service prior to completion of the Term for reasons other than cause, Customer shall be liable for early termination charges as set forth in the Agreement.
9. Term. The Term for the OPT-E-MAN® Service is thirty-six (36) months, commencing upon installation of the Service.
4. Contingency. The rates, terms and conditions listed herein are contingent upon an overall revenue commitment to AT&T and its affiliates. In this case, if the Customer does not execute an contractual agreement with AT&T or its affiliates for the services shown below, with Monthly Revenue Commitments and terms equal to or greater than listed below, prior to or simultaneously with the execution of this Amendment, the standard Tariff, Guidebook, Catalog or price list rates, terms and conditions will supersede and replace the non-standard rates, terms and conditions of this Amendment. Local Exchange Carrier ("LEC") is defined as Michigan Bell Telephone Company, dba AT&T Michigan.

Affiliate	Product Offering	Monthly Revenue Commitment	Term (Months)
LEC	OPT-E-MAN® Service	\$4,000.00	36

5. Jurisdiction. Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) for OPT-E-MAN® Service constitutes ten percent (10%) or less of the traffic on the Service.
6. The Customer location for new OPT-E-MAN® Service is as follows:
 - 125 E. Union, Flint, Michigan, CIR – 50 Mbps, SWC - FLNTMIMN
7. As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Opt-E-MAN	Repeater / VU4	1	\$ 255.00	\$0.00	\$ 255.00	\$0.00
Total					\$ 1,355.00	\$0.00

8. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
9. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and

confirmed and shall remain in full force and effect.

**AMENDMENT TO AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to the Amendment to Master Services Contract – 071B3001358 ("Amendment"), is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into the Amendment to Master Services Contract – 071B3001358 (AT&T Contract No. 20061101-0604) dated on or about November 1, 2006, as from time to time amended ("Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

10. Customer requests and AT&T agrees to amend the existing contract environment to provide for the following additions to Customer's existing SONET Service: two (2) DS3 Ports and Central Office Multiplexing.
11. Term. The Term for additions to the SONET Service herein shall be coterminous with Customer's current forty-one (41) month term Agreement, commencing upon installation of the Service.
3. The Customer location for additional SONET Service is as follows:
 - 3044 West Grand Blvd., Detroit, Michigan, CLLI: DTRTMABH08, SWC: DTRTMIMD
4. As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon installation of the Service:

Rates for Coterminous Amendment		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description	Q New	MRC	NRC (new or growth only)	MRC	NRC
SONET	OC3 / PORT - DS3 AT NODE / SPRBX	2	\$ 81.27	\$0.00	\$ 162.54	\$0.00
DS3	Central Office Multiplexing - Zone 2 / QM3X2	1	\$ 381.15	\$0.00	\$ 381.15	\$0.00
Total					\$ 543.69	\$0.00

5. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
6. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 4, 2008

CHANGE NOTICE NO. 32
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430 VENDOR NUMBER BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601 VENDOR NUMBER BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #31

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NATURE OF CHANGE (S):

Please see attached new rates and products for Alcatel. Services are provided through AT&T Global Services and Verizon North Inc.

All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Description	Part Number		AT&T Prices
MDR-8000 Radio Equipment			
MDR-8706-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8706-4-15-NS		\$10,096
MDR-8706-4-23-NS, 4xDS1 +23 dBm, Non Standby	MDR-8706-4-23-NS		\$11,734
MDR-8706-4-29-NS, 4xDS1 +29 dBm, Non Standby	MDR-8706-4-29-NS		\$12,062
MDR-8706-4-31-NS, 4xDS1 +31 dBm, Non Standby	MDR-8706-4-31-NS		\$13,636
MDR-8706-4-33-NS, 4xDS1 +33 dBm, Non Standby	MDR-8706-4-33-NS		\$15,602
MDR-8706-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8706-8-15-NS		\$11,997
MDR-8706-8-23-NS, 8xDS1 +23 dBm, Non Standby	MDR-8706-8-23-NS		\$13,636
MDR-8706-8-29-NS, 8xDS1 +29 dBm, Non Standby	MDR-8706-8-29-NS		\$13,963
MDR-8706-8-31-NS, 8xDS1 +31 dBm, Non Standby	MDR-8706-8-31-NS		\$15,537
MDR-8706-8-33-NS, 8xDS1 +33 dBm, Non Standby	MDR-8706-8-33-NS		\$17,503
MDR-8706-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8706-16-15-NS		\$13,140
MDR-8706-16-23-NS, 16xDS1 +23 dBm, Non Standby	MDR-8706-16-23-NS		\$14,640
MDR-8706-16-29-NS, 16xDS1 +29 dBm, Non Standby	MDR-8706-16-29-NS		\$14,940
MDR-8706-16-31-NS, 16xDS1 +31 dBm, Non Standby	MDR-8706-16-31-NS		\$16,380
MDR-8706-16-33-NS, 16xDS1 +33 dBm, Non Standby	MDR-8706-16-33-NS		\$18,180
MDR-8706-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8706-4-15-HS		\$18,323
MDR-8706-4-23-HS, 4xDS1 +23 dBm, Hot Standby	MDR-8706-4-23-HS		\$21,601
MDR-8706-4-29-HS, 4xDS1 +29 dBm, Hot Standby	MDR-8706-4-29-HS		\$22,257
MDR-8706-4-31-HS, 4xDS1 +31 dBm, Hot Standby	MDR-8706-4-31-HS		\$25,141
MDR-8706-4-33-HS, 4xDS1 +33 dBm, Hot Standby	MDR-8706-4-33-HS		\$29,074
MDR-8706-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8706-8-15-HS		\$22,126
MDR-8706-8-23-HS, 8xDS1 +23 dBm, Hot Standby	MDR-8706-8-23-HS		\$25,403
MDR-8706-8-29-HS, 8xDS1 +29 dBm, Hot Standby	MDR-8706-8-29-HS		\$26,059
MDR-8706-8-31-HS, 8xDS1 +31 dBm, Hot Standby	MDR-8706-8-31-HS		\$28,943
MDR-8706-8-33-HS, 8xDS1 +33 dBm, Hot Standby	MDR-8706-8-33-HS		\$32,877
MDR-8706-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8706-16-15-HS		\$24,570
MDR-8706-16-23-HS, 16xDS1 +23 dBm, Hot Standby	MDR-8706-16-23-HS		\$27,570
MDR-8706-16-29-HS, 16xDS1 +29 dBm, Hot Standby	MDR-8706-16-29-HS		\$28,170
MDR-8706-16-31-HS, 16xDS1 +31 dBm, Hot Standby	MDR-8706-16-31-HS		\$30,810
MDR-8706-16-33-HS, 16xDS1 +33 dBm, Hot Standby	MDR-8706-16-33-HS		\$34,410
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006		\$396
Fuse Panel	3EM13317AA		\$399
Power Cables, PDU, 5',5"	695-7845-009		\$79
Power Cables, PDU, 8'	695-7845-005		\$79
Orderwire Handset w/DTMF	3EM11996AA		\$88
Ext Alarm Relay Interface	3DH03219AA		\$439
TMN Interface Card	3EM13462AB		\$1,114
TMN Software on CD	3EM14629AHAA		\$79
ELMC Key, Remote Provisioning	695-5647-018		\$527
Fan Assy without Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AA		\$351
Fan Assy with Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AB		\$417
Fan Assy without Laptop Shelf (mount under the PDU)	3EM19148AC		\$351
Laptop Shelf without Fans	3EM19148AD		\$263
Cable, User Interface, 6'	695-7848-002		\$44
Cable, User Interface, 15'	695-7848-003		\$66
Test Lead Kit	695-0675-003		\$263
DS1 Cable, 30' w/Conn, (2 per radio)	695-7806-002		\$97
MDR-8000 Radio Equipment			
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS		\$25,596
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS		\$28,484
MDR-8606-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8606-135-29-HS		\$29,062

MDR-8606-135-31-HS, 135Mb/s, +31dBm TX, Hot-Strandby	MDR-8606-135-31-HS		\$31,604
MDR-8606-135-33-HS, 135Mb/s, +33dBm TX, Hot-Strandby	MDR-8606-135-33-HS		\$35,071
MDR-8706s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8706s-155-15-HS		\$27,156
MDR-8706s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8706s-155-23-HS		\$30,044
MDR-8706s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8706s-155-29-HS		\$30,622
MDR-8706s-155-31-HS, 155Mb/s, +31dBm TX, Hot-Strandby	MDR-8706s-155-31-HS		\$33,164
MDR-8706s-155-33-HS, 155Mb/s, +33dBm TX, Hot-Strandby	MDR-8706s-155-33-HS		\$36,631
Description	Part Number		
MDR-8706E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8706E-150-15-HS		\$24,440
MDR-8706E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8706E-150-23-HS		\$27,329
MDR-8706E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8706E-150-29-HS		\$27,907
MDR-8706E-150-31-HS, 150Mb/s, +31dBm TX, Hot-Strandby	MDR-8706E-150-31-HS		\$30,449
MDR-8706E-150-33-HS, 150Mb/s, +33dBm TX, Hot-Strandby	MDR-8706E-150-33-HS		\$33,684
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006		\$396
Fuse Panel	3EM13317AA		\$399
Power Cables, PDU, 5',5"	695-7845-009		\$79
Power Cables, PDU, 8'	695-7845-005		\$79
Orderwire Handset w/DTMF	3EM11996AA		\$88
Ext Alarm Relay Interface	3DH03219AA		\$439
TMN Interface Card	3EM13462AB		\$1,114
TMN Software on CD	3EM14629AHAA		\$79
ELMC Key, Remote Provisioning	695-5647-018		\$527
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020		\$1,843
Wayside DS1 Cable, 50ft	695-4125-061		\$162
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC		\$351
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB		\$483
Laptop Shelf Assembly	3EM19148AD		\$263
Optical Fiber Management Panel	3EM09257AA		\$132
Splitter, 2x4 Configuration	1AB123320023		\$1,053
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK		\$176
Cable, User Interface, 6'	695-7848-002		\$44
Test Lead Kit	695-0675-003		\$263
Cable, Alarm and Control Interface, 100ft	695-4121-003		\$158
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001		\$97
Wire Wrap Adapter, Ext Alarms	695-4171-002		\$36
Wire Wrap Adapter, Audio	3DH04178AB		\$31
CMR-137 - CPR-159 Adapter, Single	3DH04122HA		\$220
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA		\$1,317
MDR-8000 Radio Spares			
I/O Interface, DS3	3DH03169AR		\$1,756
Controller	3DH03155AB		\$1,317
Power Supply, +/-24/48 VDC	3DH03164AB		\$1,317
Relay Interface	3DH03219AA		\$439
TMN Interface Card	3EM13462AB		\$1,114
Crystals, (Frequency Sensitive)	TBD		\$66
Oscillator Board (Frequency Sensitive)	TBD		\$132
Transmit Module	3DH03236AF		\$2,546
Receive Module	3DH03239AM		\$2,766
Power Amplifier +23	3DH03218AA		\$2,194
Power Amplifier +29	3DH03218AC		\$2,633
Power Amplifier +31	3DH03218AE		\$4,389
Power Amplifier +33	3DH03218AG		\$7,022
MDR-8000 Radio Equipment			
MDR-8611-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8611-135-15-HS		\$25,682
MDR-8611-135-23-HS, 135Mb/s, +23dBm TX, Hot-Strandby	MDR-8611-135-23-HS		\$28,976
MDR-8611-135-27-HS, 135Mb/s, +27dBm TX, Hot-Strandby	MDR-8611-135-27-HS		\$31,113
MDR-8611-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8611-135-29-HS		\$33,424

MDR-8711s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8711s-155-15-HS		\$27,242
MDR-8711s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8711s-155-23-HS		\$30,536
MDR-8711s-155-27-HS, 155Mb/s, +27dBm TX, Hot-Strandby	MDR-8711s-155-27-HS		\$32,673
MDR-8711s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8711s-155-29-HS		\$34,984
MDR-8711E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8711E-150-15-HS		\$24,518
MDR-8711E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8711E-150-23-HS		\$27,811
MDR-8711E-150-27-HS, 150Mb/s, +27dBm TX, Hot-Strandby	MDR-8711E-150-27-HS		\$29,949
MDR-8711E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8711E-150-29-HS		\$32,260
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006		\$376
Fuse Panel	3EM13317AA		\$379
Power Cables, PDU, 5',5"	695-7845-009		\$76
Power Cables, PDU, 8'	695-7845-005		\$76
Orderwire Handset w/DTMF	3EM11996AA		\$83
Ext Alarm Relay Interface	3DH03219AA		\$417
TMN Interface Card	3EM13462AB		\$1,059
TMN Software on CD	3EM14629AHAA		\$76
ELMC Key, Remote Provisioning	695-5647-018		\$500
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020		\$1,750
Wayside DS1 Cable, 50ft	695-4125-061		\$154
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC		\$333
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB		\$459
Laptop Shelf Assembly	3EM19148AD		\$250
Optical Fiber Management Panel	3EM09257AA		\$126
Splitter, 2x4 Configuration	1AB123320023		\$1,000
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK		\$167
Cable, User Interface, 6'	695-7848-002		\$42
Test Lead Kit	695-0675-003		\$250
Cable, Alarm and Control Interface, 100ft	695-4121-003		\$150
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001		\$92
Wire Wrap Adapter, Ext Alarms	695-4171-002		\$33
Wire Wrap Adapter, Audio	3DH04178AB		\$29
CMR-137 - CPR-159 Adapter, Single	3DH04122HA		\$209
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA		\$1,250
MDR-8000 Radio Spares			
I/O Interface, DS3	3DH03169AR		\$1,667
Controller	3DH03155AB		\$1,250
Power Supply, +/-24/48 VDC	3DH03164AB		\$1,250
Relay Interface	3DH03219AA		\$417
TMN Interface Card	3EM13462AB		\$1,059
Crystals, (Frequency Sensitive)	TBD		\$62
Oscillator Board (Frequency Sensitive)	TBD		\$126
Transmit Module	3DH03236AF		\$2,417
Receive Module	3DH03239AM		\$2,626
Power Amplifier +23	3DH03218AA		\$2,083
Power Amplifier +29	3DH03218AC		\$2,500
Power Amplifier +31	3DH03218AE		\$4,167
Power Amplifier +33	3DH03218AG		\$6,667
DS1 Cable, 50' w/Conn, (2 per radio)	695-7806-003		\$110
Wire Wrap Adapter, Ex Alarms	695-4171-002		\$36
Wire Wrap Adapter, Audio port, 9 Pin	3DH04178AB		\$31
Waveguide Adapter, CMR-137 to CPR-137	3DH04122HA		\$220
Waveguide Kit, Position A2	967-1665-002		\$351
MDR 8000 Radio Spares			
I/O Interface, DS1	3DH03131AA		\$1,317
Controller	3DH03155AB		\$1,317
Relay Interface	3DH03219AA		\$439
TMN Interface Card	3EM13462AA		\$1,114
Power Supply, +/-24/48 VDC	3DH03164AB		\$1,317

Crystals, (Frequency Sensitive)	TBD		\$66
Oscillator Board (Frequency Sensitive)	TBD		\$132
Transmit Module	3DH03236AF		\$2,466
Receive Module	3DH03239AM		\$2,766
Power Amplifier +23	3DH03218AA		\$2,194
Power Amplifier +29	3DH03218AC		\$2,633
Power Amplifier +31	3DH03218AE		\$4,389
Power Amplifier +33	3DH03218AG		\$7,022
MDR-8000 Radio Equipment			
MDR-8711-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8711-4-15-NS		\$9,932
MDR-8711-4-23-NS, 4xDS1 +28 dBm, Non Standby	MDR-8711-4-23-NS		\$11,800
MDR-8711-4-30-NS, 4xDS1 +30 dBm, Non Standby	MDR-8711-4-30-NS		\$13,144
MDR-8711-4-32-NS, 4xDS1 +32 dBm, Non Standby	MDR-8711-4-32-NS		\$14,456
MDR-8711-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8711-8-15-NS		\$11,833
MDR-8711-8-28-NS, 8xDS1 +28 dBm, Non Standby	MDR-8711-8-28-NS		\$13,701
MDR-8711-8-30-NS, 8xDS1 +30 dBm, Non Standby	MDR-8711-8-30-NS		\$15,046
MDR-8711-8-32-NS, 8xDS1 +32 dBm, Non Standby	MDR-8711-8-32-NS		\$16,357
MDR-8711-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8711-16-15-NS		\$12,990
MDR-8711-16-28-NS, 16xDS1 +28 dBm, Non Standby	MDR-8711-16-28-NS		\$14,700
MDR-8711-16-30-NS, 16xDS1 +30 dBm, Non Standby	MDR-8711-16-30-NS		\$15,930
MDR-8711-16-32-NS, 16xDS1 +32 dBm, Non Standby	MDR-8711-16-32-NS		\$17,130
MDR-8711-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8711-4-15-HS		\$17,996
MDR-8711-4-28-HS, 4xDS1 +28 dBm, Hot Standby	MDR-8711-4-28-HS		\$14,521
MDR-8711-4-30-HS, 4xDS1 +30 dBm, Hot Standby	MDR-8711-4-30-HS		\$24,158
MDR-8711-4-32-HS, 4xDS1 +32 dBm, Hot Standby	MDR-8711-4-32-HS		\$26,780
MDR-8711-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8711-8-15-HS		\$21,798
MDR-8711-8-28-HS, 8xDS1 +28 dBm, Hot Standby	MDR-8711-8-28-HS		\$25,534
MDR-8711-8-30-HS, 8xDS1 +30 dBm, Hot Standby	MDR-8711-8-30-HS		\$27,960
MDR-8711-8-32-HS, 8xDS1 +32 dBm, Hot Standby	MDR-8711-8-32-HS		\$30,582
MDR-8711-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8711-16-15-HS		\$24,270
MDR-8711-16-28-HS, 16xDS1 +28 dBm, Hot Standby	MDR-8711-16-28-HS,		\$27,690
MDR-8711-16-30-HS, 16xDS1 +30 dBm, Hot Standby	MDR-8711-16-30-HS		\$29,910
MDR-8711-16-32-HS, 16xDS1 +32 dBm, Hot Standby	MDR-8711-16-32-HS		\$32,310
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006		\$296
Fuse Panel	3EM13317AA		\$298
Power Cables, PDU, 5',5"	695-7845-009		\$59
Power Cables, PDU, 8'	695-7845-005		\$59
Orderwire Handset w/DTMF	3EM11996AA		\$66
Ext Alarm Relay Interface	3DH03219AA		\$328
TMN Interface Card	3EM13462AB		\$832
TMN Software on CD	3EM14629AHAA		\$59
ELMC Key, Remote Provisioning	695-5647-018		\$393
Fan Assy without Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AA		\$262
Fan Assy with Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AB		\$311
Fan Assy without Laptop Shelf (mount under the PDU)	3EM19148AC		\$262
Laptop Shelf without Fans	3EM19148AD		\$197
Cable, User Interface, 6'	695-7848-002		\$33
Cable, User Interface, 15'	695-7848-003		\$49
Test Lead Kit	695-0675-003		\$197
DS1 Cable, 30' w/Conn, (2 per radio)	695-7806-002		\$72
DS1 Cable, 50' w/Conn, (2 per radio)	695-7806-003		\$82
Wire Wrap Adapter, Ex Alarms	695-4171-002		\$27
Wire Wrap Adapter, Audio port, 9 Pin	3DH04178AB		\$23

Waveguide Adapter, CMR-137 to CPR-137	Not in system		\$164
Waveguide Kit, Position A2	967-1665-002		\$262
MDR 8000 Radio Spare			
I/O Interface, DS1	3DH03131AA		\$900
Controller	3DH03155AB		\$900
Relay Interface	3DH03219AA		\$300
TMN Interface Card	3EM13462AA		\$832
Power Supply, +/-24/48 VDC	3DH03164AB		\$900
Crystals 11 Ghz, (Frequency Sensitive)	TBA		\$46
Oscillator Board 11 Ghz, (Frequency Sensitive)	TBA		\$90
Transmitter (10000-10700 MHz)	3DH03228AG		\$1,800
Receiver (10000-10700 MHz)	3DH03231AN		\$1,950
Power Amplifier +23 dBm (10550-10700 MHz)	3DH04136AD		\$2,700
Power Amplifier +27 dBm (10550-10700 MHz)	3DH04136AA		\$2,700
Power Amplifier +29 dBm (10000-10700 MHz)	3DH04136AK		\$3,900
Return Repair			
Return Repair for 270-0038-040	270-0038-40		\$950
Return Repair for 3DH03132AL	3DH03132AL		\$849
Return Repair for 3DH03132AL	3DH03132AL		\$849
Return Repair for 3DH03132AQ	3DH03132AQ		\$849
Return Repair for 3DH03137AH	3DH03137AH		\$1,375
Return Repair for 3DH03137AH	3DH03137AH		\$1,375
Return Repair for 3DH03155AA	3DH03155AA		\$750
Return Repair for 3DH03239AL	3DH03239AL		\$849
Return Repair for 3DH04123AA	3DH04123AA		\$150
Return Repair for 3DH04123AA	3DH04123AA		\$150
Return Repair for 3DH04123AA	3DH04123AA		\$150
Return Repair for 3DH04123AG	3DH04123AG		\$150
Return Repair for 3DH04123AA	3DH04123AA		\$150
Return Repair for 3DH04123AH	3DH04123AH		\$150
Return Repair for 3DH04123AA	3DH04123AA		\$150
Return Repair for 3DH04123AG	3DH04123AG		\$150
Return Repair for 3DH04123AH	3DH04123AH		\$150
Description	Part Number		
Return Repair for 3DH04123AL	3DH04123AL		\$150
Return Repair for 3DH04123AM	3DH04123AM		\$150
Return Repair for 622-9203-007	622-9203-007		\$1,000
Return Repair for 622-9203-008	622-9203-008		\$625
Return Repair for 644-0082-003	644-0082-003		\$450
Return Repair for 644-0090-001	644-0090-001		\$500
Return Repair for 644-0095-001	644-0095-001		\$1,117
Return Repair for 644-0095-001	644-0095-001		\$1,117
Return Repair for 644-0095-002	644-0095-002		\$1,117
Return Repair for 644-0100-003	644-0100-003		\$849
Return Repair for 644-0166-006	644-0166-006		\$1,000
Return Repair for 644-0166-007	644-0166-007		\$849
Return Repair for 644-0167-013	644-0167-013		\$500
Return Repair for 644-0167-014	644-0167-014		\$500
Return Repair for 644-0167-015	644-0167-015		\$500
Return Repair for 644-0167-016	644-0167-016		\$500
Return Repair for 644-0167-017	644-0167-017		\$500
Return Repair for 644-0167-018	644-0167-018		\$500
Return Repair for 644-0205-001	644-0205-001		\$475
Return Repair for 644-0278-001	644-0278-001		\$800
Return Repair for 644-0327-002	644-0327-002		\$1,117
Return Repair for 644-0327-004	644-0327-004		\$1,117
Return Repair for 644-0327-005	644-0327-005		\$849
Return Repair for 644-0327-006	644-0327-006		\$1,117
Return Repair for 695-7044-001	695-7044-001		\$125
Return Repair for 695-7045-001	695-7045-001		\$125

Return Repair for 822-0258-001	822-0258-001		\$290
Return Repair for 822-0350-001	822-0350-001		\$550
Return Repair for 822-0356-003	822-0356-003		\$713
Return Repair for 270-0038-040	270-0038-040		\$950
Return Repair for 3DH03132AL	3DH03132AL		\$849
Return Repair for 3DH03132AQ	3DH03132AQ		\$849
Return Repair for 3DH03137AH	3DH03137AH		\$1,375
Return Repair for 3DH03155AA	3DH03155AA		\$750
Return Repair for 3DH03239AL	3DH03239AL		\$849
Return Repair for 3DH04123AA	3DH04123AA		\$150
Return Repair for 3DH04123AG	3DH04123AG		\$150
Return Repair for 3DH04123AH	3DH04123AH		\$150
Return Repair for 3DH04123AL	3DH04123AL		\$150
Return Repair for 3DH04123AM	3DH04123AM		\$150
Return Repair for 622-9203-007	622-9203-007		\$1,000
Return Repair for 622-9203-008	622-9203-008		\$625
Return Repair for 644-0082-003	644-0082-003		\$450
Return Repair for 644-0090-001	644-0090-001		\$500
Return Repair for 644-0095-001	644-0095-001		\$1,117
Return Repair for 644-0095-002	644-0095-002		\$1,117
Return Repair for 644-0100-003	644-0100-003		\$849
Return Repair for 644-0166-006	644-0166-006		\$1,000
Return Repair for 644-0166-007	644-0166-007		\$849
Return Repair for 644-0167-013	644-0167-013		\$500
Return Repair for 644-0167-014	644-0167-014		\$500
Return Repair for 644-0167-015	644-0167-015		\$500
Return Repair for 644-0167-016	644-0167-016		\$500
Return Repair for 644-0167-017	644-0167-017		\$500
Return Repair for 644-0167-018	644-0167-018		\$500
Return Repair for 644-2025-001	644-2025-001		\$475
Return Repair for 644-0278-001	644-0278-001		\$800
Return Repair for 644-0327-002	644-0327-002		\$1,117
Return Repair for 644-0327-004	644-0327-004		\$1,117
Return Repair for 644-0327-005	644-0327-005		\$849
Return Repair for 644-0327-006	644-0327-006		\$1,117
Return Repair for 695-7044-001	695-7044-001		\$125
Return Repair for 695-7045-001	695-7045-001		\$125
Return Repair for 822-0258-001	822-0258-001		\$290
Return Repair for 822-0350-001	822-0350-001		\$550
Return Repair for 822-0356-003	822-0356-003		\$713
Return Repair for 3DH03131AA	3DH03131AA		\$1,094.14
Return Repair for 3DH03144AA	3DH03144AA		\$1,094.14
Return Repair for 3DH03164AB	3DH03164AB		\$827.04
Return Repair for 3DH03169AM	3DH03169AM		\$827.04
Return Repair for 3DH03173AK	3DH03173AK		\$827.04
Return Repair for 3DH03218AC	3DH03218AC		\$1,094.14
Return Repair for 3DH03218AD	3DH03218AD		\$1,094.14
Return Repair for 3DH03218AE	3DH03218AE		\$1,094.14
Return Repair for 3DH03218AF	3DH03218AF		\$1,094.14
Return Repair for 3DH03218AG	3DH03218AG		\$1,094.14
Return Repair for 3DH03219AA	3DH03219AA		\$1,094.14
Return Repair for 3DH03239AM	3DH03239AM		\$827.04

Return Repair for 622-7852-004	622-7852-004		\$1,094.14
Return Repair for 622-8236-001	622-8236-001		\$1,094.14
Return Repair for 622-8240-002	622-8240-002		\$1,094.14
Return Repair for 622-8241-005	622-8241-005		\$1,094.14
Return Repair for 622-8858-001	622-8858-001		\$1,094.14
Return Repair for 644-0005-001	644-0005-001		\$1,094.14
Return Repair for 644-0032-001	644-0032-001		\$1,094.14
Return Repair for 644-0043-001	644-0043-001		\$1,094.14
Return Repair for 644-0090-001	644-0090-001		\$1,094.14
Return Repair for 644-0091-002	644-0091-002		\$1,094.14
Return Repair for 644-0092-002	644-0092-002		\$1,094.14
Return Repair for 644-0093-001	644-0093-001		\$1,094.14
Return Repair for 644-0094-001	644-0094-001		\$1,094.14
Return Repair for 644-0099-003	644-0099-003		\$827.04
Return Repair for 644-0166-005	644-0166-005		\$2,175.40
Return Repair for 644-0248-001	644-0248-001		\$1,094.14
Return Repair for 644-0255-011	644-0255-011		\$1,094.14
Return Repair for 690-0209-001	644-0209-001		\$827.04
Return Repair for 690-2730-002	690-2730-002		\$827.04
Return Repair for 694-4371-001	694-4371-001		\$1,094.14
Return Repair for 694-4375-001	694-4375-001		\$1,094.14
Return Repair for 822-0190-001	822-0190-001		\$1,094.14
Return Repair for 822-0355-003	822-0355-003		\$827.04

Description	Part Number	Verizon Price	
MDR-8000 Radio Equipment			
MDR-8706-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8706-4-15-NS	\$10,381.14	
MDR-8706-4-23-NS, 4xDS1 +23 dBm, Non Standby	MDR-8706-4-23-NS	\$12,066.39	
MDR-8706-4-29-NS, 4xDS1 +29 dBm, Non Standby	MDR-8706-4-29-NS	\$12,403.44	
MDR-8706-4-31-NS, 4xDS1 +31 dBm, Non Standby	MDR-8706-4-31-NS	\$14,021.28	
MDR-8706-4-33-NS, 4xDS1 +33 dBm, Non Standby	MDR-8706-4-33-NS	\$16,043.58	
MDR-8706-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8706-8-15-NS	\$12,336.03	
MDR-8706-8-23-NS, 8xDS1 +23 dBm, Non Standby	MDR-8706-8-23-NS	\$14,021.28	
MDR-8706-8-29-NS, 8xDS1 +29 dBm, Non Standby	MDR-8706-8-29-NS	\$14,358.33	
MDR-8706-8-31-NS, 8xDS1 +31 dBm, Non Standby	MDR-8706-8-31-NS	\$15,976.17	
MDR-8706-8-33-NS, 8xDS1 +33 dBm, Non Standby	MDR-8706-8-33-NS	\$17,998.47	
MDR-8706-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8706-16-15-NS	\$13,591.14	
MDR-8706-16-23-NS, 16xDS1 +23 dBm, Non Standby	MDR-8706-16-23-NS	\$15,142.64	
MDR-8706-16-29-NS, 16xDS1 +29 dBm, Non Standby	MDR-8706-16-29-NS	\$15,452.94	
MDR-8706-16-31-NS, 16xDS1 +31 dBm, Non Standby	MDR-8706-16-31-NS	\$16,942.38	
MDR-8706-16-33-NS, 16xDS1 +33 dBm, Non Standby	MDR-8706-16-33-NS	\$18,804.18	
MDR-8706-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8706-4-15-HS	\$18,841.63	
MDR-8706-4-23-HS, 4xDS1 +23 dBm, Hot Standby	MDR-8706-4-23-HS	\$22,212.13	
MDR-8706-4-29-HS, 4xDS1 +29 dBm, Hot Standby	MDR-8706-4-29-HS	\$22,886.23	
MDR-8706-4-31-HS, 4xDS1 +31 dBm, Hot Standby	MDR-8706-4-31-HS	\$25,852.27	
MDR-8706-4-33-HS, 4xDS1 +33 dBm, Hot Standby	MDR-8706-4-33-HS	\$29,896.87	
MDR-8706-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8706-8-15-HS	\$22,751.41	
MDR-8706-8-23-HS, 8xDS1 +23 dBm, Hot Standby	MDR-8706-8-23-HS	\$26,121.91	
MDR-8706-8-29-HS, 8xDS1 +29 dBm, Hot Standby	MDR-8706-8-29-HS	\$26,796.01	
MDR-8706-8-31-HS, 8xDS1 +31 dBm, Hot Standby	MDR-8706-8-31-HS	\$29,762.05	
MDR-8706-8-33-HS, 8xDS1 +33 dBm, Hot Standby	MDR-8706-8-33-HS	\$33,806.65	
MDR-8706-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8706-16-15-HS	\$25,413.57	
MDR-8706-16-23-HS, 16xDS1 +23 dBm, Hot Standby	MDR-8706-16-23-HS	\$28,516.57	
MDR-8706-16-29-HS, 16xDS1 +29 dBm, Hot Standby	MDR-8706-16-29-HS	\$29,137.17	
MDR-8706-16-31-HS, 16xDS1 +31 dBm, Hot Standby	MDR-8706-16-31-HS	\$31,867.81	
MDR-8706-16-33-HS, 16xDS1 +33 dBm, Hot Standby	MDR-8706-16-33-HS	\$35,591.41	
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006	\$400.18	
Fuse Panel	3EM13317AA	\$404.46	
Power Cables, PDU, 5',5"	695-7845-009	\$80.25	
Power Cables, PDU, 8'	695-7845-005	\$80.25	
Orderwire Handset w/DTMF	3EM11996AA	\$88.81	
Ext Alarm Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
TMN Software on CD	3EM14629AHAA	\$80.25	
ELMC Key, Remote Provisioning	695-5647-018	\$532.86	
Fan Assy without Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AA	\$355.24	
Fan Assy with Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AB	\$421.58	
Fan Assy without Laptop Shelf (mount under the PDU)	3EM19148AC	\$355.24	
Laptop Shelf without Fans	3EM19148AD	\$266.43	
Cable, User Interface, 6'	695-7848-002	\$44.94	
Cable, User Interface, 15'	695-7848-003	\$66.34	
Test Lead Kit	695-0675-003	\$266.43	
DS1 Cable, 30' w/Conn, (2 per radio)	695-7806-002	\$97.37	
MDR-8000 Radio Equipment			
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS	\$26,544.56	
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS	\$29,540.56	
MDR-8606-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8606-135-29-HS	\$30,139.76	

MDR-8606-135-31-HS, 135Mb/s, +31dBm TX, Hot-Strandby	MDR-8606-135-31-HS	\$32,776.24	
MDR-8606-135-33-HS, 135Mb/s, +33dBm TX, Hot-Strandby	MDR-8606-135-33-HS	\$36,371.44	
MDR-8706s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8706s-155-15-HS	\$28,162.40	
MDR-8706s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8706s-155-23-HS	\$31,158.40	
MDR-8706s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8706s-155-29-HS	\$31,757.60	
MDR-8706s-155-31-HS, 155Mb/s, +31dBm TX, Hot-Strandby	MDR-8706s-155-31-HS	\$34,394.08	
MDR-8706s-155-33-HS, 155Mb/s, +33dBm TX, Hot-Strandby	MDR-8706s-155-33-HS	\$37,989.28	
MDR-8706E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8706E-150-15-HS	\$25,346.16	
Description	Part Number	Verizon Price	
MDR-8706E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8706E-150-23-HS	\$28,342.16	
MDR-8706E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8706E-150-29-HS	\$28,941.36	
MDR-8706E-150-31-HS, 150Mb/s, +31dBm TX, Hot-Strandby	MDR-8706E-150-31-HS	\$31,577.84	
MDR-8706E-150-33-HS, 150Mb/s, +33dBm TX, Hot-Strandby	MDR-8706E-150-33-HS	\$34,933.36	
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006	\$400.18	
Fuse Panel	3EM13317AA	\$404.46	
Power Cables, PDU, 5',5"	695-7845-009	\$80.25	
Power Cables, PDU, 8'	695-7845-005	\$80.25	
Orderwire Handset w/DTMF	3EM11996AA	\$88.81	
Ext Alarm Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
TMN Software on CD	3EM14629AHAA	\$80.25	
ELMC Key, Remote Provisioning	695-5647-018	\$532.86	
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020	\$1,865.01	
Wayside DS1 Cable, 50ft	695-4125-061	\$115.56	
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC	\$355.24	
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB	\$421.58	
Laptop Shelf Assembly	3EM19148AD	\$266.43	
Optical Fiber Management Panel	3EM09257AA	\$133.75	
Splitter, 2x4 Configuration	1AB123320023	\$1,065.72	
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK	\$177.62	
Cable, User Interface, 6'	695-7848-002	\$44.94	
Test Lead Kit	695-0675-003	\$266.43	
Cable, Alarm and Control Interface, 100ft	695-4121-003	\$159.43	
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001	\$88.81	
Wire Wrap Adapter, Ext Alarms	695-4171-002	\$35.31	
Wire Wrap Adapter, Audio	3DH04178AB	\$31.03	
CMR-137 - CPR-159 Adapter, Single	3DH04122HA	\$222.56	
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA	\$1,332.15	
MDR-8000 Radio Spares			
I/O Interface, DS3	3DH03169AR	\$1,776.20	
Controller	3DH03155AB	\$1,332.15	
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,332.15	
Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
Crystals, (Frequency Sensitive)	TBD	\$66.34	
Oscillator Board (Frequency Sensitive)	TBD	\$133.75	
Transmit Module	3DH03236AF	\$2,442.81	
Receive Module	3DH03239AM	\$2,664.30	
Power Amplifier +23	3DH03218AA	\$2,220.25	
Power Amplifier +29	3DH03218AC	\$2,664.30	
Power Amplifier +31	3DH03218AE	\$4,440.50	
Power Amplifier +33	3DH03218AG	\$7,104.80	
MDR-8000 Radio Equipment			
MDR-8611-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8611-135-15-HS	\$27,233.64	
MDR-8611-135-23-HS, 135Mb/s, +23dBm TX, Hot-Strandby	MDR-8611-135-23-HS	\$30,649.08	
MDR-8611-135-27-HS, 135Mb/s, +27dBm TX, Hot-Strandby	MDR-8611-135-27-HS	\$32,866.12	
MDR-8611-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8611-135-29-HS	\$35,262.92	

MDR-8711s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8711s-155-15-HS	\$28,252.28	
MDR-8711s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8711s-155-23-HS	\$31,667.72	
MDR-8711s-155-27-HS, 155Mb/s, +27dBm TX, Hot-Strandby	MDR-8711s-155-27-HS	\$33,884.76	
MDR-8711s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8711s-155-29-HS	\$36,281.56	
MDR-8711E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8711E-150-15-HS	\$25,427.28	
MDR-8711E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8711E-150-23-HS	\$28,842.92	
MDR-8711E-150-27-HS, 150Mb/s, +27dBm TX, Hot-Strandby	MDR-8711E-150-27-HS	\$31,059.96	
MDR-8711E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8711E-150-29-HS	\$33,456.76	
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006	\$400.18	
Fuse Panel	3EM13317AA	\$404.46	
Power Cables, PDU, 5',5"	695-7845-009	\$80.25	
Power Cables, PDU, 8'	695-7845-005	\$80.25	
Orderwire Handset w/DTMF	3EM11996AA	\$88.81	
Ext Alarm Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
TMN Software on CD	3EM14629AHAA	\$80.25	
Description	Part Number	Verizon Price	
ELMC Key, Remote Provisioning	695-5647-018	\$532.86	
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020	\$1,865.01	
Wayside DS1 Cable, 50ft	695-4125-061	\$115.56	
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC	\$355.24	
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB	\$421.58	
Laptop Shelf Assembly	3EM19148AD	\$266.43	
Optical Fiber Management Panel	3EM09257AA	\$133.75	
Splitter, 2x4 Configuration	1AB123320023	\$1,065.72	
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK	\$177.62	
Cable, User Interface, 6'	695-7848-002	\$44.94	
Test Lead Kit	695-0675-003	\$266.43	
Cable, Alarm and Control Interface, 100ft	695-4121-003	\$159.43	
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001	\$119.84	
Wire Wrap Adapter, Ext Alarms	695-4171-002	\$35.31	
Wire Wrap Adapter, Audio	3DH04178AB	\$31.03	
CMR-137 - CPR-159 Adapter, Single	3DH04122HA	\$222.56	
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA	\$1,332.15	
MDR-8000 Radio Spares			
I/O Interface, DS3	3DH03169AR	\$1,776.20	
Controller	3DH03155AB	\$1,332.15	
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,332.15	
Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
Crystals, (Frequency Sensitive)	TBD	\$66.34	
Oscillator Board (Frequency Sensitive)	TBD	\$133.75	
Transmit Module	3DH03236AF	\$2,442.81	
Receive Module	3DH03239AM	\$2,664.30	
Power Amplifier +23	3DH03218AA	\$2,220.25	
Power Amplifier +29	3DH03218AC	\$2,664.30	
Power Amplifier +31	3DH03218AE	\$4,440.50	
Power Amplifier +33	3DH03218AG	\$7,104.80	
DS1 Cable, 50' w/Conn, (2 per radio)	695-7806-003	\$111.28	
Wire Wrap Adapter, Ex Alarms	695-4171-002	\$35.31	
Wire Wrap Adapter, Audio port, 9 Pin	3DH04178AB	\$31.03	
Waveguide Adapter, CMR-137 to CPR-137	3DH04122HA	\$222.56	
Waveguide Kit, Position A2	967-1665-002	\$355.24	
MDR 8000 Radio Spares			
I/O Interface, DS1	3DH03131AA	\$1,332.15	
Controller	3DH03155AB	\$1,332.15	
Relay Interface	3DH03219AA	\$444.05	

TMN Interface Card	3EM13462AA	\$1,127.78	
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,332.15	
Crystals, (Frequency Sensitive)	TBD	\$66.34	
Oscillator Board (Frequency Sensitive)	TBD	\$133.75	
Transmit Module	3DH03236AF	\$2,442.81	
Receive Module	3DH03239AM	\$2,664.30	
Power Amplifier +23	3DH03218AA	\$2,220.25	
Power Amplifier +29	3DH03218AC	\$2,664.30	
Power Amplifier +31	3DH03218AE	\$4,440.50	
Power Amplifier +33	3DH03218AG	\$7,104.80	
MDR-8000 Radio Equipment			
MDR-8711-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8711-4-15-NS	\$10,213.15	
MDR-8711-4-23-NS, 4xDS1 +28 dBm, Non Standby	MDR-8711-4-23-NS	\$12,133.80	
MDR-8711-4-30-NS, 4xDS1 +30 dBm, Non Standby	MDR-8711-4-30-NS	\$13,516.24	
MDR-8711-4-32-NS, 4xDS1 +32 dBm, Non Standby	MDR-8711-4-32-NS	\$14,864.44	
MDR-8711-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8711-8-15-NS	\$12,168.04	
MDR-8711-8-28-NS, 8xDS1 +28 dBm, Non Standby	MDR-8711-8-28-NS	\$14,088.69	
MDR-8711-8-30-NS, 8xDS1 +30 dBm, Non Standby	MDR-8711-8-30-NS	\$15,471.13	
MDR-8711-8-32-NS, 8xDS1 +32 dBm, Non Standby	MDR-8711-8-32-NS	\$16,819.33	
MDR-8711-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8711-16-15-NS	\$13,435.99	
MDR-8711-16-28-NS, 16xDS1 +28 dBm, Non Standby	MDR-8711-16-28-NS	\$15,204.70	
MDR-8711-16-30-NS, 16xDS1 +30 dBm, Non Standby	MDR-8711-16-30-NS	\$16,476.93	
MDR-8711-16-32-NS, 16xDS1 +32 dBm, Non Standby	MDR-8711-16-32-NS	\$17,718.13	
MDR-8711-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8711-4-15-HS	\$18,504.58	
MDR-8711-4-28-HS, 4xDS1 +28 dBm, Hot Standby	MDR-8711-4-28-HS	\$27,537.52	
Description	Part Number	Verizon Price	
MDR-8711-4-30-HS, 4xDS1 +30 dBm, Hot Standby	MDR-8711-4-30-HS	\$24,841.12	
MDR-8711-4-32-HS, 4xDS1 +32 dBm, Hot Standby	MDR-8711-4-32-HS	\$27,537.52	
MDR-8711-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8711-8-15-HS	\$22,414.36	
MDR-8711-8-28-HS, 8xDS1 +28 dBm, Hot Standby	MDR-8711-8-28-HS	\$26,256.73	
MDR-8711-8-30-HS, 8xDS1 +30 dBm, Hot Standby	MDR-8711-8-30-HS	\$28,750.90	
MDR-8711-8-32-HS, 8xDS1 +32 dBm, Hot Standby	MDR-8711-8-32-HS	\$31,447.30	
MDR-8711-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8711-16-15-HS	\$25,103.27	
MDR-8711-16-28-HS, 16xDS1 +28 dBm, Hot Standby	MDR-8711-16-28-HS,	\$28,640.69	
MDR-8711-16-30-HS, 16xDS1 +30 dBm, Hot Standby	MDR-8711-16-30-HS	\$30,936.91	
MDR-8711-16-32-HS, 16xDS1 +32 dBm, Hot Standby	MDR-8711-16-32-HS	\$33,419.31	
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006	\$400.18	
Fuse Panel	3EM13317AA	\$404.46	
Power Cables, PDU, 5',5"	695-7845-009	\$80.25	
Power Cables, PDU, 8'	695-7845-005	\$80.25	
Orderwire Handset w/DTMF	3EM11996AA	\$88.81	
Ext Alarm Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
TMN Software on CD	3EM14629AHAA	\$80.25	
ELMC Key, Remote Provisioning	695-5647-018	\$532.86	
Fan Assy without Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AA	\$355.24	
Fan Assy with Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AB	\$421.58	
Fan Assy without Laptop Shelf (mount under the PDU)	3EM19148AC	\$355.24	
Laptop Shelf without Fans	3EM19148AD	\$266.43	
Cable, User Interface, 6'	695-7848-002	\$44.94	
Cable, User Interface, 15'	695-7848-003	\$66.34	
Test Lead Kit	695-0675-003	\$266.43	
DS1 Cable, 30' w/Conn, (2 per radio)	695-7806-002	\$97.37	

DS1 Cable, 50' w/Conn, (2 per radio)	695-7806-003	\$111.28	
Wire Wrap Adapter, Ex Alarms	695-4171-002	\$35.31	
Wire Wrap Adapter, Audio port, 9 Pin	3DH04178AB	\$31.03	
Waveguide Adapter, CMR-137 to CPR-137	Not in system		
Waveguide Kit, Position A2	967-1665-002	\$222.56	
MDR 8000 Radio Spare			
I/O Interface, DS1	3DH03131AA	\$1,332.15	
Controller	3DH03155AB	\$1,332.15	
Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AA	\$1,127.78	
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,332.15	
Crystals 11 Ghz, (Frequency Sensitive)	TBA	\$66.34	
Oscillator Board 11 Ghz, (Frequency Sensitive)	TBA	\$133.75	
Transmitter (10000-10700 MHz)	3DH03228AG	\$2,664.30	
Receiver (10000-10700 MHz)	3DH03231AN	\$2,886.86	
Power Amplifier +23 dBm (10550-10700 MHz)	3DH04136AD	\$2,531.62	
Power Amplifier +27 dBm (10550-10700 MHz)	3DH04136AA	\$3,996.45	
Power Amplifier +29 dBm (10000-10700 MHz)	3DH04136AK	\$5,772.65	
Return Repair			
Return Repair for 270-0038-040	270-0038-40	\$631.30	
Return Repair for 3DH03132AL	3DH03132AL	\$1,123.50	
Return Repair for 3DH03132AL	3DH03132AL	\$1,123.50	
Return Repair for 3DH03132AQ	3DH03132AQ	\$1,123.50	
Return Repair for 3DH03137AH	3DH03137AH	\$1,029.88	
Return Repair for 3DH03137AH	3DH03137AH	\$1,029.88	
Return Repair for 3DH03155AA	3DH03155AA	\$561.75	
Return Repair for 3DH03239AL	3DH03239AL	\$1,123.50	
Return Repair for 3DH04123AA	3DH04123AA	\$160.50	
Return Repair for 3DH04123AA	3DH04123AA	\$160.50	
Return Repair for 3DH04123AA	3DH04123AA	\$160.50	
Return Repair for 3DH04123AG	3DH04123AG	\$160.50	
Return Repair for 3DH04123AA	3DH04123AA	\$160.50	
Return Repair for 3DH04123AH	3DH04123AH	\$160.50	
Return Repair for 3DH04123AA	3DH04123AA	\$160.50	
Return Repair for 3DH04123AG	3DH04123AG	\$160.50	
Return Repair for 3DH04123AH	3DH04123AH	\$160.50	
Description	Part Number	Verizon Price	
Return Repair for 3DH04123AL	3DH04123AL	\$160.50	
Return Repair for 3DH04123AM	3DH04123AM	\$160.50	
Return Repair for 622-9203-007	622-9203-007	\$695.50	
Return Repair for 622-9203-008	622-9203-008	\$695.50	
Return Repair for 644-0082-003	644-0082-003	\$374.50	
Return Repair for 644-0090-001	644-0090-001	\$487.92	
Return Repair for 644-0095-001	644-0095-001	\$963.00	
Return Repair for 644-0095-001	644-0095-001	\$963.00	
Return Repair for 644-0095-002	644-0095-002	\$856.00	
Return Repair for 644-0100-003	644-0100-003	\$1,033.62	
Return Repair for 644-0166-006	644-0166-006	\$802.50	
Return Repair for 644-0166-007	644-0166-007	\$802.50	
Return Repair for 644-0167-013	644-0167-013	\$560.68	
Return Repair for 644-0167-014	644-0167-014	\$560.68	
Return Repair for 644-0167-015	644-0167-015	\$560.68	
Return Repair for 644-0167-016	644-0167-016	\$560.68	
Return Repair for 644-0167-017	644-0167-017	\$560.68	
Return Repair for 644-0167-018	644-0167-018	\$560.68	
Return Repair for 644-0205-001	644-0205-001	\$299.60	
Return Repair for 644-0278-001	644-0278-001	\$684.80	
Return Repair for 644-0327-002	644-0327-002	\$1,405.98	
Return Repair for 644-0327-004	644-0327-004	\$3,137.24	
Return Repair for 644-0327-005	644-0327-005	\$2,087.57	

Return Repair for 644-0327-006	644-0327-006	\$2,087.57	
Return Repair for 695-7044-001	695-7044-001	\$107.00	
Return Repair for 695-7045-001	695-7045-001	\$134.82	
Return Repair for 822-0258-001	822-0258-001	\$304.95	
Return Repair for 822-0350-001	822-0350-001	\$411.95	
Return Repair for 822-0356-003	822-0356-003	\$543.56	
Return Repair for 270-0038-040	270-0038-040	\$631.30	
Return Repair for 3DH03132AL	3DH03132AL	\$1,123.50	
Return Repair for 3DH03132AQ	3DH03132AQ	\$1,123.50	
Return Repair for 3DH03137AH	3DH03137AH	\$1,029.88	
Return Repair for 3DH03155AA	3DH03155AA	\$561.75	
Return Repair for 3DH03239AL	3DH03239AL	\$1,123.50	
Return Repair for 3DH04123AA	3DH04123AA	\$160.50	
Return Repair for 3DH04123AG	3DH04123AG	\$160.50	
Return Repair for 3DH04123AH	3DH04123AH	\$160.50	
Return Repair for 3DH04123AL	3DH04123AL	\$160.50	
Return Repair for 3DH04123AM	3DH04123AM	\$160.50	
Return Repair for 622-9203-007	622-9203-007	\$695.50	
Return Repair for 622-9203-008	622-9203-008	\$695.50	
Return Repair for 644-0082-003	644-0082-003	\$374.50	
Return Repair for 644-0090-001	644-0090-001	\$487.92	
Return Repair for 644-0095-001	644-0095-001	\$963.00	
Return Repair for 644-0095-002	644-0095-002	\$856.00	
Return Repair for 644-0100-003	644-0100-003	\$1,033.62	
Return Repair for 644-0166-006	644-0166-006	\$802.50	
Return Repair for 644-0166-007	644-0166-007	\$802.50	
Return Repair for 644-0167-013	644-0167-013	\$560.68	
Return Repair for 644-0167-014	644-0167-014	\$560.68	
Return Repair for 644-0167-015	644-0167-015	\$560.68	
Return Repair for 644-0167-016	644-0167-016	\$560.68	
Return Repair for 644-0167-017	644-0167-017	\$560.68	
Return Repair for 644-0167-018	644-0167-018	\$560.68	
Return Repair for 644-2025-001	644-2025-001		
Return Repair for 644-0278-001	644-0278-001	\$684.80	
Return Repair for 644-0327-002	644-0327-002	\$1,405.98	
Return Repair for 644-0327-004	644-0327-004	\$3,137.24	
Return Repair for 644-0327-005	644-0327-005	\$2,087.57	
Return Repair for 644-0327-006	644-0327-006	\$2,087.57	
Return Repair for 695-7044-001	695-7044-001	\$107.00	
Return Repair for 695-7045-001	695-7045-001	\$134.82	
Return Repair for 822-0258-001	822-0258-001	\$310.30	
Return Repair for 822-0350-001	822-0350-001	\$588.50	
Return Repair for 822-0356-003	822-0356-003	\$762.91	
Return Repair for 3DH03131AA	3DH03131AA	\$1,170.73	
Return Repair for 3DH03144AA	3DH03144AA	\$1,170.73	
Return Repair for 3DH03164AB	3DH03164AB	\$884.93	
Return Repair for 3DH03169AM	3DH03169AM	\$884.93	
Return Repair for 3DH03173AK	3DH03173AK	\$884.93	
Return Repair for 3DH03218AC	3DH03218AC	\$1,170.73	
Return Repair for 3DH03218AD	3DH03218AD	\$1,170.73	
Return Repair for 3DH03218AE	3DH03218AE	\$1,170.73	
Return Repair for 3DH03218AF	3DH03218AF	\$1,170.73	

Return Repair for 3DH03218AG	3DH03218AG	\$1,170.73	
Return Repair for 3DH03219AA	3DH03219AA	\$1,170.73	
Return Repair for 3DH03239AM	3DH03239AM	\$884.93	
Return Repair for 622-7852-004	622-7852-004	\$1,170.73	
Return Repair for 622-8236-001	622-8236-001	\$1,170.73	
Return Repair for 622-8240-002	622-8240-002	\$1,170.73	
Return Repair for 622-8241-005	622-8241-005	\$1,170.73	
Return Repair for 622-8858-001	622-8858-001	\$1,170.73	
Return Repair for 644-0005-001	644-0005-001	\$1,170.73	
Return Repair for 644-0032-001	644-0032-001	\$1,170.73	
Return Repair for 644-0043-001	644-0043-001	\$1,170.73	
Return Repair for 644-0090-001	644-0090-001	\$1,170.73	
Return Repair for 644-0091-002	644-0091-002	\$1,170.73	
Return Repair for 644-0092-002	644-0092-002	\$1,170.73	
Return Repair for 644-0093-001	644-0093-001	\$1,170.73	
Return Repair for 644-0094-001	644-0094-001	\$1,170.73	
Return Repair for 644-0099-003	644-0099-003	\$884.93	
Return Repair for 644-0166-005	644-0166-005	\$2,327.68	
Return Repair for 644-0248-001	644-0248-001	\$1,170.73	
Return Repair for 644-0255-011	644-0255-011	\$1,170.73	
Return Repair for 690-0209-001	644-0209-001	\$884.93	
Return Repair for 690-2730-002	690-2730-002	\$884.93	
Return Repair for 694-4371-001	694-4371-001	\$1,170.73	
Return Repair for 694-4375-001	694-4375-001	\$1,170.73	
Return Repair for 822-0190-001	822-0190-001	\$1,170.73	
Return Repair for 822-0355-003	822-0355-003	\$884.93	

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 28, 2008

CHANGE NOTICE NO. 31
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD:	From: September 1, 2003 To: October 31, 2009
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, The following Services / Agreements are to be included.

- 1.) Comprehensive Service Order Attachment (CSOA) added to SBC Master Agreement to allow Legacy T products and services under LINK Michigan.**
- 2.) Advance Network Services (ANX) services.**
- 3.) Additional Opt-e-man locations.**

All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

1. SERVICES

1. AT&T Advance Network Service
 - AT&T's Acceptable Use Policy is located at <http://www.ipservices.att.com/policy.html> or such other AT&T-designated location.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
24 Months	Effective Date of this Pricing Schedule or the date that the initial Service Component is enabled for Customer use, whichever is later

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
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3. MINIMUM PAYMENT PERIOD

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

4. NOTIFICATION PERIOD

Notification Period for AT&T to withdraw Service from market or to terminate a Service Component	30 days
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5. SERVICE TYPE

Type of Service:
Tiered Service:
MTR Service: 1.544 Mb/s
Type Of Access:

6. AT&T ADVANCED NETWORK SERVICES TIERED SERVICES FEES

Implementation Support Fees
Teleinstall

Access Bandwidth Rate and Monthly service fee

56 Kbps through T1.5 Mbps:
Monthly Price = \$1,864.80

3 Mbps and above (Private Line Only):
N/A

7. AT&T ADVANCED NETWORK METERED SERVICES FEES

Please select one:

X T1 T3

Implementation Support Fees Teleinstall
\$0.00

T1 Sustained Usage	Monthly List Price	Monthly Discounted Price
up to 128 kbps	ICB	ICB
128 - 256 kbps	ICB	ICB
256 - 384 kbps	ICB	ICB
384 - 512 kbps	ICB	ICB
512 - T1.5	ICB	ICB

T3 Sustained Usage	Monthly Price
up to 6.0 Mbps	ICB
6.0 - 7.5 Mbps	ICB
7.5 - 9.0 Mbps	ICB
9.0 - 10.5 Mbps	ICB
10.5 - 12.0 Mbps	ICB
12.0 - 13.5 Mbps	ICB
13.5 - 15.0 Mbps	ICB
15.0 - 16.5 Mbps	ICB
16.5 - 18.0 Mbps	ICB
18.0 - 19.5 Mbps	ICB
19.5 - 21.0 Mbps	ICB
21.0 - 45.0 Mbps	ICB

8. AT&T ADVANCED NETWORK OPTIONS

ANS Options: ISDN Backup - \$75.00 Monthly, N/A Installation

9. ADDITIONAL SERVICE FEES

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003, as from time to time amended (the "Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service for the designated location set forth herein.
2. AT&T represents and Customer understands that OPT-E-MAN® Service is available under a term commitment ("Term") and in the event Customer elects to terminate the Service prior to completion of the Term for reasons other than cause, Customer shall be liable for early termination charges as set forth in the Agreement.
3. Term. The Term for the OPT-E-MAN® Service is thirty-six (36) months, commencing upon installation of the Service.
4. Contingency. The rates, terms and conditions listed herein are contingent upon an overall revenue commitment to AT&T and its affiliates. In this case, if the Customer does not execute an contractual agreement with AT&T or its affiliates for the services shown below, with Monthly Revenue Commitments and terms equal to or greater than listed below, prior to or simultaneously with the execution of this Amendment, the standard Tariff, Guidebook, Catalog or price list rates, terms and conditions will supersede and replace the non-standard rates, terms and conditions of this Amendment. Local Exchange Carrier ("LEC") is defined as Michigan Bell Telephone Company, dba AT&T Michigan.

Affiliate	Product Offering	Monthly Revenue Commitment	Term (Months)
LEC	OPT-E-MAN® Service	\$4,000.00	36

5. Jurisdiction. Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) for OPT-E-MAN® Service constitutes ten percent (10%) or less of the traffic on the Service.
6. The Customer location for new OPT-E-MAN® Service is as follows:

SGHTMILW SWC: UTICMIMN 43100 Dequindre 10/100 Base T, CIR 50 ME3400-24AC, GBIC ZX

7. As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Total					\$ 1,100.00	\$0.00

8. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
9. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003, as from time to time amended (the "Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein;
and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service and an upgrade to existing OPT-E-MAN® Service for the designated location(s) set forth herein.
2. AT&T represents and Customer understands that OPT-E-MAN® Service is available under a term commitment ("Term") and in the even Customer elects to terminate the Service prior to completion of the Term for reasons other than cause, Customer shall be liable for early termination charges as set forth in the Agreement.
3. Term. The Term for the OPT-E-MAN® Service is thirty-six (36) months, commencing upon installation of the Service.
4. Jurisdiction. Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) for OPT-E-MAN® Service constitutes ten percent (10%) or less of the traffic on the Service.
5. The Customer locations for new OPT-E-MAN® Service are as follows:

Locations:		
SGNWMIGG	SGNWMIAF	
SWC: SGNWMIFA	SWC: SGNWMIFA	
1 Tuscola	411 E. Genesee	
10/100 Base T, CIR 50	10/100 Base T, CIR 50	
ME3400-24AC, GBIC LZ	ME3400-24AC, GBIC ZX	
GDRPMIBA	GDRPMIGY	GDRPMIFF
29 Pearl	2942 Fuller	350 Ottawa
1000 Base SX, CIR 100	10/100 Base T, CIR 50	1000 Base SX, CIR 50
ME3400-24AC, GBIC LX	ME3400-24AC, GBIC ZX	ME3400-24AC, GBIC LX
FRTNMIBR	LIVNMI34	
SWC: FRTNMIMN	SWC: LIVNMINW	
24155 Drake	20255 Victor Pkwy.	
10/100 Base T, CIR 50	10/100 Base T, CIR 50	
ME3400-24AC, GBIC ZX	ME3400-24AC, GBIC ZX	

6. As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN - Complete	Basic Plus Connection 10/100 Mbps / P9FFX	5	\$ 400.00	\$0.00	\$ 2,000.00	\$0.00
Opt-E-MAN - Complete	Basic Plus Connection 1G / P9FHX	2	\$ 500.00	\$0.00	\$ 1,000.00	\$0.00
Opt-E-MAN - Complete	CIR - 100 Mbps (Silver) / R6ELC	1	\$ 800.00	\$0.00	\$ 800.00	\$0.00
Opt-E-MAN - Complete	CIR - 50 Mbps (Silver) / R6EHC	6	\$ 700.00	\$0.00	\$ 4,200.00	\$0.00
Total					\$ 8,000.00	\$0.00

7. An upgrade to the existing OPT-E-MAN® Service at the 22146 W. 9 Mile Rd. Customer location is authorized as follows: Connection upgrade from 10/100 Base T to 1000 Base SX (1Gbps) and CIR upgrade to 250 Mbps.
8. As a result of the upgrade, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN - Complete	Basic Plus Connection 1G / P9FHX	1	\$ 500.00	\$0.00	\$ 500.00	\$0.00
Opt-E-MAN - Complete	CIR - 250 Mbps (Silver) / R6EQC	1	\$ 1,300.00	\$0.00	\$ 1,300.00	\$0.00
Total					\$ 1,800.00	\$0.00

9. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
10. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

**Comprehensive Service Order Attachment (CSOA) to SBC Master Agreement
Terms and Conditions**

1. THE SERVICE; DEFINITIONS

1.1 AT&T will provide the Services to Customer under this CSOA as they are identified in the applicable Pricing Schedules.

1.2 The pricing, service descriptions and other provisions relating to the Services are set forth in the Agreement.

1.3 This CSOA shall remain in effect until no Service Component provided under this CSOA remains in service.

1.4 AT&T grants to Customer the right to permit Users to access and use the Services, provided that Customer shall remain solely responsible for such access and use.

1.5 Any AT&T Affiliate or approved Customer Affiliate may sign a Pricing Schedule in its own name and such Affiliate contract will be considered a separate, but associated, contract, incorporating this Agreement and the terms of the Pricing Schedule (with the Affiliate being substituted for AT&T or Customer, as applicable); provided, however, that AT&T and Customer shall be responsible for their respective Affiliates' performance pursuant to such Affiliate contract.

1.6 Definitions. Capitalized terms used but not defined in this CSOA are defined elsewhere in the Agreement.

"Applicable Tariffs" consist of the standard AT&T service descriptions, pricing and other provisions filed by AT&T or any of its Affiliates with the appropriate regulatory commission having jurisdiction respecting a Service, as revised from time to time. In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding applicable provisions of the Service Guide.

"AT&T CPE" means equipment provided under this Agreement by AT&T or its suppliers and located at a Site. AT&T CPE includes any internal code required to operate such Equipment. AT&T CPE does not include Customer Equipment or Purchased Equipment.

"AT&T Software" means all Software other than Third-Party Software.

"AUP" means AT&T's Acceptable Use Policy, as revised by AT&T from time to time, located at www.att.com/aup or such other AT&T-designated location.

"Content" means information (excluding AT&T information) made available, displayed or transmitted (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) in connection with a Service, including all trademarks, service marks and domain names contained therein, Customer and User data, and the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

"Customer Equipment" means equipment owned by Customer. Customer Equipment includes any internal code required to operate such Equipment.

"Effective Date" of a Pricing Schedule is the date on which the last party signs this CSOA or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

"Equipment" means "AT&T CPE", "Customer Equipment" and "Purchased Equipment."

"MARC (Minimum Annual Revenue Commitment)" means an annual revenue commitment set forth in an applicable Pricing Schedule that Customer agrees to satisfy during a Pricing Schedule Term.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after applicable discounts and credits, incurred by Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. Notwithstanding anything set forth in a Pricing Schedule, the following charges shall not be deemed MARC Eligible Charges: (a) charges for or in connection with Purchased Equipment; (b) charges for outsourcing services; (c) taxes, and (d) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Pricing Schedule" means a pricing schedule to this CSOA.

"Pricing Schedule Term" is the period of time stated in the applicable Pricing Schedule.

"Purchased Equipment" means equipment sold under this Agreement by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

"Service" means collectively all of the Service Components Customer orders under a Pricing Schedule.

"Service Component" means the individual components of a Service that Customer orders under a Pricing Schedule.

"Service Guide" means the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Services offered under this CSOA (if there is no Applicable Tariff). The Service Guide is located at <http://www.serviceguide.att.com/ABS/ext> <http://new.serviceguide.att.com> or <http://www.att.com/abs/serviceguide> or such other AT&T designated location.

"Site" means a Customer physical location, including a Customer co-location space on AT&T premises, where AT&T installs or provides a Service.

"Termination Charges" means the charges identified in Sections 2.3 and 2.4 below, payable by Customer in certain termination circumstances.

"Third-Party Software" means Software that AT&T licenses from a third party.

"User" means anyone (including Customer Affiliates) who uses or accesses any Service purchased by Customer under this Agreement, but excluding unauthorized parties that, after Customer has taken commercially reasonable steps to prevent unauthorized access, use or access a Service without Customer's knowledge.

2. TERMINATION

2.1 If a Service or a Service Component is terminated, Customer must pay all charges incurred as of the effective date of termination.

2.2 If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.

2.3 If Customer terminates a Service Component other than as set out under Section 2.2 above or AT&T terminates a Service or a Service Component for material breach, Customer must pay: (i) any credits, waived charges or unpaid amortized charges if the Service Component is terminated prior to the end of an applicable minimum retention period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); (ii) the applicable amount of recurring charges for the terminated Service Component multiplied by the number of months remaining in an applicable minimum payment period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in (i) and (ii) above will not apply if a terminated Service Component is replaced with

Comprehensive Service Order Attachment (CSOA) to SBC Master Agreement
Terms and Conditions

an upgraded like Service Component at the same Site(s) or is moved to a new site within the same LATA, provided the applicable minimum period and associated charge for the replacement Service Component are each equal to or greater than the applicable period and charge for the terminated Service Component.

2.4 Unless otherwise defined in the applicable Pricing Schedule, please reference Master Services Contract (MSC) # 071B3001358 – Section 19.2.

2.5 AT&T may amend an applicable tariff or Service Guide from time to time consistent with this Agreement, provided, however, that if AT&T revises an applicable tariff or Service Guide in a manner that is material and adverse to Customer and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from Customer, then Customer may, as its sole remedy, elect to terminate the affected Service Components on thirty (30) days' written notice, given not later than ninety (90) days after Customer first learns of the revision to the applicable tariff or Service Guide. However, a revision to a tariff or Service Guide shall not be considered material and adverse to Customer if: (i) it affects only Services or Service Components not in substantial use by Customer at the time of the revision; or (ii) it changes rates or charges that are not fixed (stabilized) in an Attachment or Pricing Schedule.

3. MINIMUM COMMITMENTS/CHARGES

If, on any anniversary of a Pricing Schedule Term start date, the Customer has failed to satisfy the MARC in the Pricing Schedule for the preceding 12 month period, the Customer will be billed a shortfall charge in an amount equal to the difference between the MARC in the Pricing Schedule and the total of the applicable MARC-Eligible Charges incurred during the 12 month period. In such a case, Customer shall not be entitled to receive promotional, compliance or other credits until Customer pays the shortfall charge.

4. PRICING AND PAYMENT

4.1 Pricing Schedule. Unless otherwise stated in a Pricing Schedule, the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term and apply in lieu of the corresponding rates and charges set forth in the Service Guide or the Applicable Tariffs. Pricing for any Service Components that are not listed in a Pricing Schedule will be as described in the Service Guide or the Applicable Tariffs or as agreed on an individual case basis. Unless otherwise stated in a Pricing Schedule, after the end of the Pricing Schedule Term AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

4.2 Discounts. The discounts set forth or referenced in a Pricing Schedule are the only discounts applicable to the Services and will be applied to the applicable rates and charges in the manner and to the extent specified in the applicable sections of the Service Guide or the Applicable Tariffs.

4.3 Promotions/Credits/Waivers. Please reference Master Services Contract (MSC) # 071B3001358 – Section 10.2.iv

4.4 Charges. Please reference Master Services Contract (MSC) # 071B3001358 – Section 10.2.iv

4.5 Currency. Please reference Master Services Contract (MSC) # 071B3001358 – Section 10.2.iv

4.6 Restrictive endorsements or other statements on checks. Please reference Master Services Contract (MSC) # 071B3001358 – Section 10.2.iv

4.7 Overdue payments. Please reference Master Services Contract (MSC) # 071B3001358 – Section 10.2.iv

4.8 Customer shall not be responsible for payment of charges for AT&T Services invoiced more than six (6) months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type.

4.9 Billing Disputes. Customer must provide written notice to AT&T specifically identifying all disputed charges and the reason for nonpayment within six (6) months after the date of the affected invoice or else Customer waives the dispute. Payment of such disputed charges will not be considered overdue pending investigation by AT&T. Payment of any disputed charges that are determined by AT&T to be correct as a result of such investigation must be made within forty-five (45) days of AT&T's notice to Customer.

4.10 Taxes. Please reference Master Services Contract (MSC) # 071B3001358 – Section 10.2.b

5. COMMISSION JURISDICTION

If a Pricing Schedule is subject to the jurisdiction of a regulatory commission, each such Pricing Schedule will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

6. ELIGIBILITY; OTHER REQUIREMENTS

6.1 If a Pricing Schedule providing regulated telecommunications services that are subject to the jurisdiction of a United-States-based regulatory authority is available to other potential purchasers of the service, it will be available to such purchasers who execute an identical Pricing Schedule only once, either by the purchaser or any Affiliate of the purchasing entity.

6.2 If a Service is provided over or includes access to the Internet, Customer and its Users shall comply with the AUP. If Customer fails to rectify a violation of the AUP within five (5) days after receiving notice thereof from AT&T, then AT&T may suspend the applicable portions of the Service. AT&T reserves the right, however, to act immediately and without notice to suspend or terminate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines: (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (iii) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

6.3 Except for IP addresses, domain names and telephone numbers expressly registered in Customer's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and Customer shall have no right to use such IP addresses, AT&T-based domain names or telephone numbers upon termination or expiration of the applicable Pricing Schedule.

6.4 Both parties agree to comply with privacy laws applicable to their respective businesses. Customer shall obtain any User consents legally required relating to handling of User's Content. If Customer believes that, in the course of providing Services under this Agreement, AT&T will have access to data Customer does not want AT&T personnel to comprehend, Customer should encrypt such data so that it will be unintelligible.

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6.5 Where Customer authorizes or permits third parties to utilize the Services, it is Customer's responsibility to limit its liability to such parties.

7. THIRD PARTY IPR INFRINGEMENT

Please reference Master Services Contract (MSC) # 071B3001358 – Section 17.1

8. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

8.1 The limitation of liability and disclaimer set out in this Article 8 are in addition to the limitations of liabilities and disclaimers set out in the SBC Agreement.

8.2 AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

8.3 AT&T DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T DOES NOT WARRANT NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION.

9. EQUIPMENT. Please reference Master Services Contract (MSC) # 071B3001358 – Section 12

10. SOFTWARE. Please reference Master Services Contract (MSC) # 071B3001358 – Section 14.3

10.1 Customer shall not copy or download AT&T Software, except that Customer shall be permitted to make two (2) copies of AT&T Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original AT&T Software.

10.2 To the extent that use of Software by a User is required for the use of a Service, Customer's Users may use the Software licensed to Customer under this Agreement for that purpose. Customer shall assure that Customer's Users comply with the terms and conditions of this Article 10.

10.3 The term of the license granted hereunder shall be coterminous with the term of the related Services.

10.4 Customer agrees to comply with the terms and conditions that are provided with any Third-Party Software and, in the event of a conflict, such Third-Party terms and conditions will take precedence over this Agreement as to such Third Party Software. AT&T will pass through to Customer any warranties available from its Third Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

10.5 AT&T warrants that all AT&T Software will perform substantially in accordance with its applicable published specifications for the term of the license that covers the AT&T Software. If Customer returns to AT&T, within such period, any AT&T Software that does not comply with this warranty, then

AT&T, at its option, will either repair or replace the portion of the AT&T Software that does not comply or refund any amount Customer prepaid for the time periods following return of such failed or defective AT&T Software to AT&T. This warranty will apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by Customer or Users.

11.0 IMPORT AND EXPORT CONTROL; INTERNATIONAL CONSIDERATIONS

11.1 The parties acknowledge that equipment, products, Software, and technical information (including, but not limited to, technical assistance and training) provided under this Agreement may be subject to import or export laws, conventions or regulations, and any use or transfer of the equipment, products, Software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, products, Software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. If requested by either party, the other party agrees to sign written assurances and other documents as may be required to comply with such laws, conventions and regulations.

11.2 In the event any necessary import or export license cannot be obtained within six (6) months after making an application, neither party shall have further obligations with respect to providing or purchasing and, if applicable, Customer shall return the equipment, products, Software, or technical information that is the subject matter of the unsuccessful application.

11.3 In countries in which AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service provided in such a country to the local service provider; provided however, that AT&T shall be responsible to Customer for such obligations. In some such countries, Customer may be required to contract directly with the local service provider.

11.4 The authentic language of this Agreement is English. In the event of a conflict between this Agreement and any translation, the English version will take precedence.

12. ENTIRE AGREEMENT

THIS CSOA, THE PRICING SCHEDULES AND ADDENDA, THE SBC AGREEMENT, THE AT&T SERVICE GUIDE THE AT&T ACCEPTABLE USE POLICY AND ANY APPLICABLE TARIFFS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES PROVIDED HEREUNDER.

