

DOIT MASTER AGREEMENT NUMBER:

B-03-012

DOIT APPROVAL DATE:

10/1/2006

VENDOR NAME: AT&T Corp.

FEIN: 13-4924710

SERVICE/PRODUCT NAME: Local Exchange Service: Analog Lines (POTS Service): PrimePath Service

SERVICE/PRODUCT DESCRIPTION:

Description of Service

The Service is provided by AT&T Corp., acting on it's own and behalf of it's affiliated entities.

Service is offered via supplier's facilities in combination with resold exchange service, intralata services, or transmission facilities provided by other certified carriers. Service is only available to the connection of individual points of presence for carriers

PrimePath Service is a basic business line service, which provides a Customer with one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. PrimePath Service is provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines. PrimePath Service is offered in either Business Line, Key Line or Business Trunk configuration.

PrimePathsm. PrimePath is a DS-0 level, full-featured local service that provides analog business and key lines, business line features, and analog business trunks. The service is provisioned using either unbundled loops (where available) at the DS-0 level or AT&T will deliver the service via a T-1 and derive the DS-0s utilizing an AT&T-provided channel bank. AT&T PrimePath provides users with the following services:

- ◆ Local Business Line - handles both direct outward and direct inward dialed calls. Only a Local Business Line can have features (i.e., call waiting).
- ◆ Direct Outward Dial (DOD) Trunk - allows station users behind customer premise equipment (Key System, channel bank, PBX) to dial directly out from their extensions without the assistance of an attendant. The service is one-way only.
- ◆ PBX Direct Inward Dial Trunk - allows incoming calls to be terminated directly to an extension behind customer premise equipment without the need for an attendant to complete the call. The service is one-way only.
- ◆ Basic Inbound Trunk - allows incoming calls to be answered by an attendant. The service is one-way only. The service does not allow direct call completion to a station user behind customer premise equipment.
- ◆ Analog Combo Trunk - a two-way trunk group, which allows DOD dialing from station users behind customer premise and incoming calls to an attendant. The service does not allow direct call completion to a station user behind customer premise equipment.

Temporary Service

Temporary service will be provided if such service provision is consistent with the best interest of the Provider.

Shortage of Equipment or Facilities

The Provider reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Provider, when necessary because of a lack of facilities, or due to any other cause beyond the Provider's control.

The furnishing of service under this Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Provider's facilities as well as facilities the Provider may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Provider.

Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Provider's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Provider will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Measurement of Service

Calling is billed per call according to duration for applicable services. Calls are timed in whole minute increments, with each fraction of a minute rounded up to the next whole minute. Timing begins with completion of the connection to the called number and ends with the termination of the connection.

Usage is timed and rated per call in increments specified in the applicable service Agreements. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment and partial cents will be rounded to the next whole cent, when the billing capability is available.

Tests and Adjustment of Bills for Error

Testing and Adjusting

Upon suitable notice, the Provider may make such tests, adjustments, and inspections as may be necessary to maintain the Provider's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Provider makes such tests, adjustments, or inspections.

Directories and Listings

The State is provided a single free directory listing per location. Government accounts receive a free blue page listing. The customer is eligible to receive one free copy of each published directory that contains the listing(s). The directory books will be delivered to the service location address established with new service or service address change.

The AT&T Directory service center (877-295-6918) will ONLY process requests for directories with the initial order for the customer's directory listing. There will be no charge. (One free directory per AT&T provided BTN.)

Telecommunications Service Priority

The Telecommunications Service Priority (TSP) system is a regulatory, administrative, and operational system authorizing and providing for priority treatment of National Security and Emergency Preparedness Telecommunications (NS/EP) services. As such, it establishes the framework for telecommunication service vendors to initiate, restore, or otherwise act on a priority basis to ensure effective NS/EP telecommunication services. The TSP system allows the assignment of priority levels to any NS/EP service. The TSP system has been developed, through a joint effort, by the Federal Government and the Telecommunications industry through the National Security Telecommunications Advisory Committee (NSTAC) TSP task force. TSP may be applied to the provisioning and/or restoration of any service for which such priority treatment is possible. Qualifying service will be authorized for TSP treatment by the Office of Priority Telecommunications (OPT) located in the National Communications System (NCS).

Provisioning - means the act of supplying telecommunications service to a user, including all associated transmission, wiring and equipment. As used herein, "provisioning" and "initiation" are synonymous and include altering the state of an existing priority service or capability. All reasonable efforts must be made by AT&T to provide services assigned provisioning priority by the due date requested.

Restoration - means the repair or returning to service of one or more telecommunication services that have experienced a service outage or are unusable for any reason, including a damaged or impaired by patching, rerouting, substitution of component parts or pathways, and other means, as determined

necessary by a service vendor. All reasonable efforts must be made to provide services assigned restoration priority by the due date requested.

Priority Level - means the level assigned to an NS/EP telecommunication service specifying the order in which provisioning or restoration of the service is to occur relative to other NS/EP and/or non-NS/EP telecommunication services. Priority levels authorized within the TSP system are designated (highest to lowest) "E" Emergency, "1", "2", "3", "4", and "5" for provisioning and "1", "2", "3", "4" and "5" for restoration.

TSP is available on all access and transport circuits

State agencies can contact the NCS at <http://tsp.ncs.gov>. to gain sponsorship.

SERVICE LEVELS:

Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this agreement by, the Customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power or equipment provided by the Customer or authorized or joint user, will be credited to the Customer for the part of the service that the interruption affects.

Credit for Interruptions

A credit allowance will be given on a per line basis for any period during which any line subscribed to by the Customer hereunder and/or, if applicable, supplier-provided station equipment attached thereto is out of service, except as specified below. Out of Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in service to the supplier. A malfunction period ends when the affected line and/or associated station equipment is fully operative.

- a) Credit Allowances do not apply to Interruptions
 - i) caused by Customer;
 - ii) due to failure of power or equipment provided by the Customer or others;
 - iii) during any period in which the supplier is not given access to the service premises; and
 - iv) due to scheduled maintenance and repair.
- b) Interruption of 24 Hours or Less - Portion of Daily Per Line Charge

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 of day
8 hours up to but not including 12 hours	1/2 of day
12 hours up to but not including 16 hours	2/3 of day
16 hours up to but not including 24 hours	One day

Two or more service interruptions of the same type to the same line/equipment of 2 hours or

more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

c) Interruptions over 24 Hours - Service interruptions over 24 hours will be credited 4 hours for each 4-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Limitation Allowances

No credit allowance will be made for:

i) Interruptions due to the negligence of, or non-compliance with the provisions of this agreement by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the supplier;

ii) Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Supplier;

iii) Interruptions of service during any period in which the Supplier is not given access to the premises at which the Supplier provided service is interrupted or terminated;

iv) Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

v) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Supplier for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

SERVICE AVAILABILITY/LIMITATIONS:

PrimePath Lines provisioned by unbundled Network Element- minimum 2 lines per location.

PrimePath Lines provisioned over a T-1- minimum 22 lines per location.

See attached Current Availability of Services table.

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SERVICE NAME: Local Exchange Service: Analog Lines (POTS): PrimePath Service								
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Non-Recurring Unit Cost	Recurring Monthly Cost
Add	06/13/03	07/08/03	1		PrimePath Line	ea	\$0.00	\$24.50
Add	06/13/03	07/08/03	2		Federal Subscriber Line Charge per PrimePath Line	ea	\$0.00	\$0.00
Add	06/13/03	07/08/03	3		Call Forwarding Busy	ea	\$0.00	\$0.74
Add	06/13/03	07/08/03	4		Call Forwarding No Answer	ea	\$0.00	\$0.74
Add	06/13/03	07/08/03	5		Call Forwarding Variable	ea	\$0.00	\$1.96
Add	06/13/03	07/08/03	6		Remote Access to Call Forwarding	ea	\$0.00	\$5.39
Add	06/13/03	07/08/03	7		Call Waiting/Cancel CW	ea	\$0.00	\$1.96
Add	06/13/03	07/08/03	8		Three way calling	ea	\$0.00	\$1.96
Add	06/13/03	07/08/03	9		Speed Calling 8	ea	\$0.00	\$1.96
Add	06/13/03	07/08/03	10		Caller ID	ea	\$0.00	\$5.15
Add	06/13/03	07/08/03	11		Distinctive Ring	ea	\$0.00	\$1.96
Add	06/13/03	07/08/03	12		Call Transfer	ea	\$0.00	\$4.17
Add	06/13/03	07/08/03	13		Service Order Charge (1st Time order only)	ea	\$39.20	\$0.00
Add	06/13/03	07/08/03	14		Feature Change w/o dispatch	ea	\$29.40	\$0.00
Add	06/13/03	07/08/03	15		Feature Change w/ dispatch (1 hour minimum, one-time charge per occurrence)	hr	\$122.50	\$0.00
Add	06/13/03	07/08/03	16		Line/Trunk Move or Add with Dispatch (1 hour minimum)	hr	\$122.50	\$0.00
Add	06/13/03	07/08/03	17		Record Order Change	ea	\$19.60	\$0.00
Add	06/13/03	07/08/03	18		PIC Change Charge	ea	\$9.80	\$0.00
Add	06/13/03	07/08/03	19		25 Pair Termination Blocks	ea	\$63.70	\$0.00
Add	05/13/05	06/20/05	20		Directory Listing (One free published listing per AT&T provided BTN)	ea	\$0.00	\$1.47
Add	05/13/05	06/20/05	21		Directory (One free directory per AT&T provided BTN)	ea	\$0.00	\$0.00
Add	06/15/05	07/01/05	22		TSP-Provisioning	per	\$445.12	\$0.00
Add	06/15/05	07/01/05	23		TSP-Restoration	per	\$266.08	\$10.00
Add	06/15/05	07/01/05	24		Restoration Priority level change	per	\$102.72	\$0.00