

SERVICE AGREEMENT

Reference No. B-03-006

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THIS AGREEMENT entered into in East Hartford, Connecticut, hereinafter referred to as the "Agreement" or "contract" is made by and between the **State of Connecticut**, acting by its Department of Information Technology, Contracts and Purchasing Division, hereinafter referred to as the "State" or "Customer," located at 101 East River Drive, East Hartford, CT 06108, and **Southern New England Telecommunications Corporation**, hereinafter referred to as the "Supplier" or "contractor" or "Provider," having its principal place of business at 310 Orange Street, New Haven, CT 06510, (collectively the "Parties" or singularly a "Party".)

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. Scope

This Agreement governs Services provided by Supplier and through its Affiliates and purchased by the State. Any such Services shall be referenced in a separate Product Schedule, which shall be incorporated by reference into this Agreement and shall include a brief description of the Service, price including applicable discounts, restrictions on use, the entity providing the Service and any other information agreed to by the Parties.

2. Definitions

a. "Affiliate" shall mean: (i) an entity having an ownership interest in a Party of 50% or more; or (ii) an entity in which a Party has an ownership interest of 50% or more; or (iii) an entity having more than 50% ownership interest in an Affiliate as defined in (i) or (ii); or (iv) an entity in which an Affiliate as defined in (i) or (ii) has an ownership interest of 50% or more or (v) an entity which a Party's parent has an ownership interest of 50% or more. During the Initial Term or any additional Term of this Agreement, in the event an Affiliate loses its status as an Affiliate, for any reason, such Affiliate may remain an Affiliate, for purposes of this Agreement, as mutually agreed to by the Parties.

b. "Agreement" shall mean this document, when executed and approved, the RFP and all amendments thereto including Product Schedules, the Supplier's proposal, and all documents referenced in the Order of Precedence as set forth herein.

c. "Contracting agency" shall mean the Department of Information Technology (DOIT).

d. "Department" shall mean the Department of Information Technology (DOIT).

e. "Improvements" shall mean Supplier changes made to Products from time to time either to provide additional functions for Department use or to correct errors and other performance deficiencies noted by the Department and reported to Supplier.

f. "Product" shall mean any Supplier furnished operating firmware, Software license, custom developed or enhanced computer software configured and interconnected as a System capable of being operated to process information in accordance with the RFP. Product shall further mean any associated maintenance, training, other associated services, along with all related materials, documentation, and information received by Department from Supplier that is specified in any Customer Letter Order.

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h. "Product Schedule" shall mean that document which establishes Products, licensing period(s), System maintenance and support, training, other services and associated pricing then available to the Department under the provisions of this Agreement.

i. "Project Implementation Summary" shall mean that document which itemizes milestone periods, tasks, and deliverables where checkpoints are to be taken to assure the Department that the development, implementation, and maintenance is proceeding according to schedule.

j.. "Project Implementation Schedule" shall mean that document which further defines the tasks and associated deliverables of the Project Implementation Summary and may be recognized for the purpose of payment to the Supplier.

k. "Proposal" shall mean the document submitted by the Vendor in response to the RFP.

l. "RFP" shall mean the Request For Proposal No 990-A-24-7015 issued by the Department of Information Technology on February 14, 2001, and all amendments thereto, as referenced in this Agreement.

m. "Service" shall mean all of the telecommunications products and services described in the Product Schedules attached hereto as they may be amended from time to time.

n. "Site" shall mean a location of a computer system or systems consisting of one processing unit (PU) or multiple interconnected processing units.

o. "Specifications" shall mean the Supplier's published technical and non-technical detailed descriptions of a Product's capabilities and/or intended use.

p. "User" shall mean State agencies, municipalities, quasi-state agencies and other entities who purchase Products or Services under this Agreement. All agencies, municipalities, quasi-agencies and other entities who are deemed User under this Agreement shall be bound by the terms and conditions stated in this Agreement.

3. Assurances

The Services as set out in the Product Schedule hereof may be governed by Supplier tariffs, filed with the Connecticut Department of Public Utility Control ("DPUC") or the Federal Communications Commission ("FCC"). Supplier shall not file any tariff changes that impact the State's obligations hereunder or are inconsistent with the terms hereof, unless such changes are filed to meet a legal or regulatory mandate. If any such required tariff changes impact the State's obligations hereunder or are inconsistent with the terms hereof, then the State shall have the right to terminate this Agreement without liability to Supplier or its Affiliates. Supplier agrees to use its best efforts to provide the State no less than sixty (60) days prior written notice of its intention to file for such required tariff changes. The State will notify Supplier within sixty (60) days of receipt of Supplier's notice of the State's intent to terminate this Agreement as provided hereunder.

4. Acquiring Products

a. Subject to the terms and conditions of this Agreement, Supplier shall sell, transfer, convey and/or license (as identified in the applicable Letter Order) to the Department any Product and furnish to Department any associated Service or Product then available in the Product Schedule that are listed in the Letter Orders, issued by the Contracts and Purchasing Division of the Department.

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b. Any Letter Order that has been accepted by the Supplier shall be immediately attached to this Agreement and shall remain attached until such time as any and all Products, licenses and associated Services listed in the Letter Order have been terminated. During the period of attachment, the Letter Order shall be known as an "Attachment" and shall hereinafter be referred to as such.

c. Supplier may supplement the Product Schedule at any time to make additional Products, Services and related terms available to the Customer, provided that the effective date of each supplement is stated thereon. Any supplement must be transmitted to the Customer with a cover letter, documenting formal approval of the supplement by a Supplier representative then legally empowered to so act.

d. Upon Customer receipt of ninety (90) calendar days' prior written notice, Supplier may update any Product Schedule pricing by amending the Product Schedule effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule amendment is transmitted and approved in the same manner as described for supplements in Subsection 3.c., (2) no Product license, or related service, rate is increased within the first year of the Product license or Service, and (3) any such resultant price increase shall not exceed five percent (5%) in any State of Connecticut fiscal year. In no case shall any such increase exceed Supplier's published prices then applicable to local governments and other states. Customer shall provide Supplier written acknowledgement, for Supplier's records, of such received amendment.

e. Products ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from rate increase during their initial terms.

f. Supplier shall provide Customer with a discount on any Product Schedule pricing according to Supplier's discount policy in effect when a Letter Order is placed or according to the discount shown on the Product Schedule, whichever is greater.

5. Payment and Installation.

Any applicable nonrecurring charges specified in this Agreement are due in arrears. Monthly or quarterly service fees or monthly recurring charges ("MRC"), together with applicable taxes or charges (which will be stated separately on the invoice), are due in accordance with State statutes and the terms of this Agreement. Failure to make payment within forty-five (45) days after which services have been rendered and an invoice provided, shall not constitute a default or breach, but rather, shall entitle Provider to receive interest on the amount outstanding after said forty-five (45) days in accordance with the State of Connecticut statutes. Within five (5) days of this Agreement becoming effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and Provider receipt of a purchase order, Provider will provide an estimated service date for services ordered.

6. 2% Monthly Credit.

Supplier shall issue User, on a monthly basis, a 2% credit, excluding any taxes and surcharges, of the gross amount due to Supplier from each invoice or consolidated bill of any entity utilizing this Agreement effective the first billing cycle following the execution of this Agreement or the first billing cycle following the initiation of services.

Surcharges include SLC (Subscriber Line Charge), PICC-Interstate (Primary Interexchange Carrier Charge), PICC-Intrastate (Primary Intraexchange Carrier Charge), CLC (Carrier Line Charge), FUSF-End User (Federal Universal Service Fund), USF-Interstate (Universal Service Fund), USF-Local (Universal Service Fund), LNP (Local Number Portability), GSP (Global Service Provider), E-911 (En-

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hanced 911) CSF (Connecticut Service Fund), Flex-Ani Surcharge (PSP payphone service provider only). If some future regulatory development establishes a new charge, SBC SNET and the State will mutually determine the exemption of such charges from the monthly credit at that time.

7. Term.

This Agreement shall become effective upon its approval as to form by the Attorney General of the State of Connecticut and continue for three years from that date. At the expiration of the initial three (3) year term of this Agreement there shall be two (2) one-year optional extensions. Such optional extensions shall be exercised at the sole discretion of the Customer, at rates and charges to be agreed upon between the Parties. All purchase orders issued against this Agreement shall be governed by the Terms and Conditions of this Agreement regardless of the purchase order's end date.

8. Rates.

Provider agrees to provide the Services at rates not exceeding the rates set forth in this Service Agreement. Upon Customer receipt of ninety (90) days' prior written notice, Provider may increase such rates effective July 1 of any Customer fiscal year provided such rate increase is limited to the lesser of five percent (5%) or the Consumer Price Index. Upon any such price increase, Customer may elect to terminate this Agreement, and be relieved of all obligations therefor, upon thirty (30) days written notice to Provider.

Payment will be made only after presentation of a properly completed and documented Invoice. All invoices shall be sent directly to the Customer. All inquiries regarding the status of unpaid invoices shall also be directed to the Customer. In cases where there is a good faith dispute concerning the Provider's claim for payment, the State agency shall contact the Provider prior to payment due date. Where there is a good faith dispute concerning Provider's claim for payment, payment of the disputed amount may be withheld. When the Provider corrects the defect or impropriety, Provider shall be entitled to timely payment.

9. Reports To The Auditors Of Public Accounts.

This contract is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state contract, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection

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(f) each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place, which is readily available for viewing by the employees of the contractor.

10. Provision of Equipment Space, Conduit, and Electrical Power.

Customer shall timely provide the necessary equipment space, conduit, electrical power and environmental conditions required to terminate and maintain the facilities used to provide the Services on all applicable premises without charge or cost to Provider and assure Provider a safe place to work. Customer shall also make available to Provider for diagnostic purposes a local exchange carrier dedicated inbound telephone line. The Customer will establish the procedure for use of the telephone line.

11. Equipment.

All right, title and interest in all the fiber optic or other facilities and associated equipment provided by Provider, unless paid for by Customer, shall at all times remain exclusively with Provider. Customer acknowledges that all routing equipment supplied by Provider is for management of Customer/Provider demarcation point and shall not be used for anything other than its intended purpose as provided for in RFP # 990-A-24-7015. Customer shall not create any liens or encumbrances with respect to such facilities or equipment. Upon termination of Services, Provider shall remove, or request Customer to return at Provider's expense, Provider's equipment.

12. Governmental Authorizations.

Provider shall use reasonable efforts to obtain and keep in effect all necessary governmental authorizations necessary to provide the Services, and Provider shall take all such actions, at no cost to Customer, as may reasonably be required to maintain the Services in conformity with governmental requirements.

13. Default And Remedies.

In the event Customer shall fail to pay any undisputed amount under this Agreement within forty-five (45) calendar days of the due date, Provider shall submit to Customer written notice of the breach. If Customer fails to pay Provider any amount due or fails to cure provisions of this Agreement, within thirty (30) days of such notice, Provider may terminate the Services hereunder upon sixty (60) calendar days notice after expiration of cure period and pursue any and all other remedies provided for hereunder or at law or equity.

14. Language Required Pursuant To CGS 4d-44.

The provisions of Section 4d-44 of the Connecticut General Statutes concerning continuity of systems in the event of expiration or termination of contracts, amendments or default of the contractor are incorporated herein by reference.

Sec. 4d-44. Each contract, subcontract or amendment to a contract or subcontract shall include provisions ensuring continuity of state agency information system and telecommunication system facilities, equipment and services, in the event that work under such contract, subcontract or amendment is transferred back to the state or transferred to a different contractor, upon the expiration or termination of the contract, subcontract or amendment or upon the default of the contractor or subcontractor. Such provisions shall include, but not be limited to, (1) procedures for the orderly transfer to the state of (A)

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such facilities and equipment, (B) all software created or modified pursuant to the contract, subcontract or amendment, and (C) all public records, as defined in section 4d-33, which the contractor or subcontractor possesses or creates pursuant to such contract, subcontract or amendment, and (2) procedures for granting former state employees who were hired by such contractor or subcontractor the opportunity for reemployment with the state.

15. Limitations Of Liability.

12.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR

ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

- (i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY Supplier, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF Supplier, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;
- (ii) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) THE GREATER OF AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY CUSTOMER FOR THE NETWORK SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED OR \$250,000. THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT

12.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Supplier ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT; 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.

16. Force Majeure

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action or any other cause which is beyond the rea-

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sonable control of such party (each a "Force Majeure Event"). Each party will use its reasonable best efforts to notify the other party of the occurrence of a Force Majeure Event within three (3) business days of such occurrence. If the period of nonperformance exceeds thirty (30) days from the date of notice of the Force Majeure Event, either Party may give written notice to the other Party to terminate this Agreement.

17. Independent Contractor

Supplier and its Affiliates are independent contractors with respect to the performance of all the work to be performed hereunder and neither Supplier nor its Affiliates nor anyone employed by Supplier or its Affiliates shall be deemed for any purpose to be an employee, agent, servant, partner, joint venture or representative of the State.

18. Publicity

Except to the extent required by law or government regulation, the Parties to this Agreement shall not make any public announcement of or otherwise disclose to any third party the existence of this Agreement or any of its terms without the other Party's prior written consent. Supplier may not use the State's name, including any logo, trademark or other intellectual property rights in connection with any publicity, unless the State gives prior written consent to such use. The State may not use Provider's name, including any logo, trademark or other intellectual property rights in connection with any publicity, unless Supplier gives prior written consent to such use.

19. Notices

All notices or other communications hereunder shall be deemed to have been duly given when made in writing and either (1) delivered in person or (2) when received, if delivered to any agent, such as an overnight or similar delivery service or (3) when received, if deposited in the United States Mail, postage prepaid and return receipt requested and addressed as follows:

If to the State: Department of Information Technology
Contracts & Purchasing Division
101 E. River Drive
E. Hartford, CT 06108

If to Supplier: Southern New England Telecommunications Corporation
6 Devine Street, 4th Floor,
North Haven, CT 06473
Attention: Contract Manager

20. Survival

Obligations under this Agreement which by their nature would continue beyond termination, cancellation or expiration hereof, including by way of illustration only and not limitation, those in the clauses entitled LIABILITY, PUBLICITY, CONFIDENTIAL AND PROPRIETARY INFORMATION AND WARRANTY will survive the termination, cancellation or expiration of this Agreement.

21. Patent, Copyright, License & Proprietary Rights

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- a. Supplier hereby grants the State, at no additional cost, rights to use any patented, copyrighted, licensed or proprietary service. State shall maintain the confidentiality of any such service consistent with its privileged nature, and shall not divulge the service or make it available to any third party. This obligation shall survive termination of this Agreement.
- b. Supplier agrees to defend any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to State use of any service, except where State modifies or adapts said service without Supplier consent. Supplier agrees to satisfy any final award arising from any said claim or proceeding. State agrees to give Supplier prompt written notice of any impending claim or proceeding, and agrees to Supplier's right to conduct any defense thereof of any proceeding. The Vendor may, at its discretion: (1) modify the service or substitute another equally suitable service with the CIO or designee's approval (providing such alternative does not degrade the State's service dependent performance capability), or (2) obtain for State the right to continued service use, or (3) if service use is prevented by injunction, take back the service and credit the State for any charges unearned.
- c. Supplier shall have no liability for any infringement claim or proceeding based on State's modification of a service.
- d. The foregoing states the entire rights and liabilities of both Parties for any loss or damage whatsoever arising from any service patent, copyright, license or proprietary rights infringement except that, if State is not allowed five (5) days to erase or preserve State data, after prior written notification from Supplier, Supplier shall be liable for the cost of recovery of said data.

22. Confidentiality; Nondisclosure

- a. The State hereby agrees that:
 - 1) The State shall exercise the same degree of care to safeguard any Product or Service as State does its own property of a similar nature; and
 - 2) Any information Supplier identifies and packages as being proprietary, the State agrees that neither the Product or Service nor any part thereof received by State under this Agreement shall be disclosed to others, in whole or in part, without the prior written consent of Supplier. Such prohibition on disclosures shall not apply to disclosures by the State to its employees, provided such disclosures are reasonably necessary to the State's use of the Product or Service, and provided further that State shall take all reasonable steps not to disclose the terms of this Agreement.
 - 3) Any copies of material or information authorized to be made under this Agreement shall preserve Supplier's copyright, trademark, trade secret or other proprietary notices on such copy.
 - 4) In the event the State receives a request to disclose any Vendor confidential or proprietary information, the State shall promptly notify Supplier of such request.
- b. Supplier hereby agrees that:
 - 1) All State information is to be considered confidential and handled as such.
 - 2) Any such State information is not to be removed, altered, or disclosed to others in whole or in part by Supplier and its representatives, except to employees on a need-to-know basis.
 - 3) All published State security procedures will be adhered to by Vendor and its representatives.

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It is expressly understood and agreed that the obligations of this section shall survive the termination of this Agreement.

23. Warranty

Unless otherwise set forth herein or in a Product Schedule, Supplier shall use good faith commercially reasonable efforts to provide the Service(s) in accordance with industry standards. Any and all warranties regarding the Services provided hereunder shall be limited to those expressly stated in this Agreement.

24. Assignment

This Agreement may not be assigned by Customer without Provider's prior written consent. This Agreement may not be assigned by Provider without Customer's prior written consent and Provider's compliance with the requirements of the State's Comptroller's Office concerning such assignments, except that Provider may, without the Customer's consent, assign this Agreement to a present or future affiliate or successor. Any such written consent shall not be unreasonably withheld.

25. Date/Time Compliance.

Contractor acknowledges that each Hardware, Software and Firmware Product or each developed, modified or remediated item of Hardware, Software, Firmware ("item") or each service delivered under this Contract shall be able to:

- A. accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) before, during and after January 1, 2000.
- B. properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Contract is Year 2000 Compliant;
- C. where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner.

Notwithstanding any provision to the contrary in any warranty or warranties, the remedies available to the State under this Date/Time Compliance Section shall include the obligation to repair or replace, at Contractor's option, any Product and/or item whose non-compliance with this Section or defect is discovered by Contractor or the State, all at the expense of Contractor. This Section shall remain in effect through the 365 days following the termination of this Contract. This provision shall not be construed to extend the Warranty Term of this Contract.

Nothing in this Section shall be construed to limit any rights or remedies the State may otherwise have under this Contract with respect to defects.

In addition, Contractor agrees to use commercially reasonable efforts to deliver Products or items modified or remediated that will meet the terms and conditions of this Section and shall remain unaffected with respect to their functioning or performance except for processing and exchanging date data. Contractor further agrees to use commercially reasonable efforts so that Products or items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

26. Nondiscrimination And Affirmative Action Provisions.

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Provider agrees to comply with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

27. Nondiscrimination Provisions Regarding Sexual Orientation.

Provider agrees to comply with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the general statutes.

b. The contractor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions

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including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

c. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

28. Executive Order No. Three.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

29. Executive Order No. Sixteen.

This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be canceled, terminated or suspended by the Contracting agency for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

30. Executive Order No. Seventeen.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

SERVICE AGREEMENT

Reference No. B-03-006

Page 13 of 15

31. Workers' Compensation.

Supplier agrees to carry sufficient workers' compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates if required.

32. Approval Of Agreement.

Customer and Supplier represent that the persons who are their respective signatories to this Agreement are fully authorized to do so. This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut.

33. Applicable Law. Jurisdiction.

a. This contract shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This contract shall be deemed to have been made in Connecticut.

b. The Provider irrevocably consents with respect to any permitted claims or remedies at law or equity, arising out of or in connection with this Contract, to the jurisdiction of the Connecticut Superior Court or the U.S. District Court for the District of Connecticut and with respect to venue in the Judicial District of Hartford-New Britain at Hartford or the U.S. District Court for the District of Connecticut in Hartford, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise.

c. Provider agrees to appoint agents in the State to receive service of process. In the event Provider fails to appoint said agent the Secretary of the State of Connecticut is hereby appointed by Provider as its agent for service of process for any action arising out of or as a result of this contract, such appointment to be in effect throughout the life of this contract including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter except as otherwise provided by law.

34. Language Required Pursuant To Connecticut General Statutes §1-200 And §1-218.

Each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the general statutes.

35. No Resale.

Customer is not permitted to resell the Services.

SERVICE AGREEMENT

36. No Third Party Rights.

- a. Supplier's performance obligations under this Agreement are to Customer and not to any third party. This Agreement does not expressly or implicitly provide any third party with any remedy, claim, cause of action or other right or privilege against Supplier.

37. Order of Precedence

The Parties agree that all of the following documents are incorporated by reference into this Agreement. With regard to any inconsistencies that might arise, the following order of precedence shall be used:

- 1. This Agreement
- 2. SNET's Clarifications dated 6/27/03
- 3. SNET's Best and Final Offer 11/22/02
- 4. SNET's original proposal 2/14/01
- 5. RFP #990-A-24-7015 and amendments

38. Entirety Of Agreement.

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the requirements of the issued RFP #990-A-24-7015 and its amendments, the Provider's response thereto dated February 14, 2001, as amended, do not contradict the provisions of Sections 1 through 38 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein and constitute the entire Agreement of the Parties which shall be governed and construed in accordance with the laws of the State of Connecticut. This Agreement contains the complete and exclusive statement of the terms and conditions agreed to by the Parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each Party.

THE REST OF THIS PAGE IS PURPOSELY LEFT BLANK

SERVICE AGREEMENT

Reference No. B-03-006

Page 15 of 15

SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

SOUTHERN NEW ENGLAND
TELECOMMUNICATIONS
CORPORATION

STATE OF CONNECTICUT

APPROVED:

BY: Ann H. Rotatori

BY: Gregg P. Regan

NAME: Ann H. Rotatori

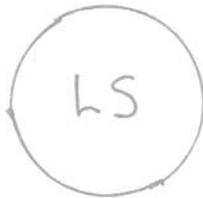
GREGG P. REGAN
Chief Information Officer
Department of Information Technology
duly authorized

TITLE: Vice President - Bus Sales

DATE: 8/14/03

DATE: 8/18/03

SEAL



APPROVED AS TO FORM:

William B. Miller
Attorney General of the State of Connecticut

DATE: 10/1/03

DOIT MASTER AGREEMENT NUMBER:

DOIT APPROVAL DATE:

VENDOR NAME: SBC SNET

FEIN: 06-054-26-46

SERVICE/PRODUCT NAME: Local Exchange Service: Analog Lines (POTS Service)- CentraLink 1100

SERVICE/PRODUCT DESCRIPTION:

CentraLink 1100 is an office telecommunications system for businesses that uses a separate dedicated line between each telephone at your premises and the switching equipment at the SBC SNET central office. The SBC SNET central office switching equipment provides all of the centrex functionality, such as directing incoming phone calls directly to the appropriate station, handling direct dialing of outbound calls, and providing a variety of Private Branch Exchange (PBX) like service features. As an integral part of SBC SNET's network, CentraLink 1100 service takes advantage of extensive central processor capability and distributed processor technology that minimizes down time and constant technological upgrades.

Features include:

- **Direct Inward Dialing and Direct Outward Dialing** allows you to route calls directly or through an attendant.
- **Hunting** automatically sends an incoming call from a busy line to the next designated line.
- **Station Line Identification** provides a detailed record of calls made by each CentraLink station - including start time, duration, and toll call numbers.
- **Call Forwarding-Variable** automatically forwards calls wherever you like, inside or outside your business.
- **Call Forwarding-Busy Line** automatically reroutes calls to a designated station or your voice mail if your line is busy.
- **Call Forwarding-Don't Answer** automatically reroutes calls to another phone if you haven't responded within a preset number of rings.
- **Consultation** allows you to place a caller on hold and call another party to confer on the matter at hand or gather additional information--privately without your original party hearing, and without the need for additional lines or sophisticated hardware.
- **Three-Way Calling** turns a two-way call into a mini-conference. You can add a third person to your call at any time.
- **Call Waiting**-Incoming lets you take a second call if you are already on the line.

SERVICE LEVELS:

Installation Intervals

Less than 10 lines = 5 business days

10 or more lines = Individual Case Basis

Routine Repair Intervals

Response time = Less than 1 hour

Repair Resolution time = 36 hours or less

Repair Service Level Definitions:

Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.

Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State. It is calculated during a measurement period and is expressed as an average time (expressed in hours and minutes of the Repair Resolution intervals) for all problems of a particular network service for the State's entire network.

SERVICE AVAILABILITY/LIMITATIONS:

SERVICE AVAILABILITY

See Service Availability spreadsheet

PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:						DOIT APPROVAL DATE:			
VENDOR NAME: SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Analog Lines (POTS Service) - CentraLink 1100									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post-Conversion: Non-Recurring Unit Cost	Recurring Monthly Cost	
Add	8/14/2003		1	R4N	CentraLink 1100 line: Exchange Class 1	line	\$60.00	\$60.00	\$21.00
Add	8/14/2003		2	R4N	CentraLink 1100 line: Exchange Class 2	line	\$60.00	\$60.00	\$21.00
Add	8/14/2003		3	R4N	CentraLink 1100 line: Exchange Class 3	line	\$60.00	\$60.00	\$24.00
Add	8/14/2003		4	R4N	CentraLink 1100 line: Exchange Class 4	line	\$60.00	\$60.00	\$26.00
Add	8/14/2003		5	R4N	CentraLink 1100 line: Exchange Class 5	line	\$60.00	\$60.00	\$28.00
Add	8/14/2003		6	9ZR	Federal Subscriber Line Charge	line	\$0.00	\$0.00	\$6.88
Add	8/14/2003		7	CYA	Common equipment per system (BTN)	BTN	\$0.00	\$0.00	\$5.00
Add	8/14/2003		8	R48	Bridged Station Line	line	\$65.00	\$65.00	\$25.25
Add	8/14/2003		9	SG9XX	Feature Change Charge	order	\$33.00	\$33.00	\$0.00
Add	8/14/2003		10	WZZZJ	Call forward all calls path 2-5 per path	path>1	\$33.00	\$33.00	\$3.50
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			12		* NRC applies to new SNET services only				
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DOIT MASTER AGREEMENT NUMBER:

DOIT APPROVAL DATE:

VENDOR NAME: SBC SNET

FEIN: 06-054-26-46

SERVICE/PRODUCT NAME: Local Exchange Service: Analog Trunks – CentraLink 1100

SERVICE/PRODUCT DESCRIPTION:

CentraLink 1100 is an office telecommunications system for businesses that uses a separate dedicated line between each telephone at your premises and the switching equipment at the SBC SNET central office. CentraLink 1100 can also be programmed as ground start and be provisioned as incoming, outgoing or two-way trunks to be used with a customer's telephone system.

Features include:

- **Direct Inward Dialing and Direct Outward Dialing** allows you to route calls directly or through an attendant.
- **Hunting** automatically sends an incoming call from a busy line to the next designated line.
- **Station Line Identification** provides a detailed record of calls made by each CentraLink station - including start time, duration, and toll call numbers.
- **Call Forwarding-Variable** automatically forwards calls wherever you like, inside or outside your business.
- **Call Forwarding-Busy Line** automatically reroutes calls to a designated station or your voice mail if your line is busy.
- **Call Forwarding-Don't Answer** automatically reroutes calls to another phone if you haven't responded within a preset number of rings.
- **Consultation** allows you to place a caller on hold and call another party to confer on the matter at hand or gather additional information--privately without your original party hearing, and without the need for additional lines or sophisticated hardware.

SERVICE LEVELS:

Installation Intervals

Less than 10 lines = 9 business days

10 or more lines = Individual Case Basis

Routine Repair Intervals

Response time = Less than 1 hour

Repair Resolution time = 5.5 hours or less

Repair Service Level Definitions:

Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.

Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State. It is calculated during a measurement period and is expressed as an average time (expressed in hours and minutes of the Repair Resolution intervals) for all problems of a particular network service for the State's entire network.

SERVICE AVAILABILITY/LIMITATIONS:

SERVICE AVAILABILITY

See Service Availability spreadsheet

PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:						DOIT APPROVAL DATE:			
VENDOR NAME: SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Analog Trunks - CentraLink 1100									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post-Conversion: Non-Recurring Unit Cost	Recurring Monthly Cost
Add	8/14/2003		1	T7K1X	CentraLink 1100 DID Trunk: Exchange Class 1	trunk	\$60.00	\$60.00	\$20.00
Add	8/14/2003		2	T7K1X	CentraLink 1100 DID Trunk: Exchange Class 2	trunk	\$60.00	\$60.00	\$21.00
Add	8/14/2003		3	T7K1X	CentraLink 1100 DID Trunk: Exchange Class 3	trunk	\$60.00	\$60.00	\$23.00
Add	8/14/2003		4	T7K1X	CentraLink 1100 DID Trunk: Exchange Class 4	trunk	\$60.00	\$60.00	\$25.00
Add	8/14/2003		5	T7K1X	CentraLink 1100 DID Trunk: Exchange Class 5	trunk	\$60.00	\$60.00	\$27.00
Add	8/14/2003		6	ND8	C.O. Equip-1st DID trunk per Location	location	\$733.50	\$733.50	\$12.75
Add	8/14/2003		7	ND9	C.O. Equip Additional DID trunk per Location	trunk	\$56.79	\$56.79	\$12.75
Add	8/14/2003		8	SXPOX	CentraLink 1100 1-Way Out Trunk: Exchange Class 1	trunk	\$60.00	\$60.00	\$20.00
Add	8/14/2003		9	SXPOX	CentraLink 1100 1-Way Out Trunk: Exchange Class 2	trunk	\$60.00	\$60.00	\$21.00
Add	8/14/2003		10	SXPOX	CentraLink 1100 1-Way Out Trunk: Exchange Class 3	trunk	\$60.00	\$60.00	\$23.00
Add	8/14/2003		11	SXPOX	CentraLink 1100 1-Way Out Trunk: Exchange Class 4	trunk	\$60.00	\$60.00	\$25.00
Add	8/14/2003		12	SXPOX	CentraLink 1100 1-Way Out Trunk: Exchange Class 5	trunk	\$60.00	\$60.00	\$27.00
Add	8/14/2003		13	SXP1X	CentraLink 1100 1-Way In Trunk: Exchange Class 1	trunk	\$60.00	\$60.00	\$20.00
Add	8/14/2003		14	SXP1X	CentraLink 1100 1-Way In Trunk: Exchange Class 2	trunk	\$60.00	\$60.00	\$21.00
Add	8/14/2003		15	SXP1X	CentraLink 1100 1-Way In Trunk: Exchange Class 3	trunk	\$60.00	\$60.00	\$23.00
Add	8/14/2003		16	SXP1X	CentraLink 1100 1-Way In Trunk: Exchange Class 4	trunk	\$60.00	\$60.00	\$25.00
Add	8/14/2003		17	SXP1X	CentraLink 1100 1-Way In Trunk: Exchange Class 5	trunk	\$60.00	\$60.00	\$27.00
Add	8/14/2003		18	SXP2X	CentraLink 1100 2- Way Trunk: Exchange Class 1	trunk	\$60.00	\$60.00	\$20.00
Add	8/14/2003		19	SXP2X	CentraLink 1100 2- Way Trunk: Exchange Class 2	trunk	\$60.00	\$60.00	\$21.00
Add	8/14/2003		20	SXP2X	CentraLink 1100 2- Way Trunk: Exchange Class 3	trunk	\$60.00	\$60.00	\$23.00
Add	8/14/2003		21	SXP2X	CentraLink 1100 2- Way Trunk: Exchange Class 4	trunk	\$60.00	\$60.00	\$25.00
Add	8/14/2003		22	SXP2X	CentraLink 1100 2- Way Trunk: Exchange Class 5	trunk	\$60.00	\$60.00	\$27.00
Add	8/14/2003		23	9ZR	Federal Subscriber Line Charge	trunk	\$0.00	\$0.00	\$6.88
Add	8/14/2003		24	RS1	DID Numbers (\$.46 ea sold in blocks of 20)	20 TNs	\$0.00	\$0.00	\$9.20
Add	8/14/2003		25	CYA	Common equipment per 1100 system (BTN)	BTN	\$0.00	\$0.00	\$5.00
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			27		* NRC applies to new SNET services only				
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DOIT MASTER AGREEMENT NUMBER:	DOIT APPROVAL DATE:
VENDOR NAME: SBC SNET	FEIN: 06-054-26-46
SERVICE/PRODUCT NAME: Local Exchange Service: Digital Trunks (provisioned over T1)- Basic Multipath	
<p>SERVICE/PRODUCT DESCRIPTION:</p> <p>SBC SNET Basic Multipath service is a trunk-side switch-to-switch connection and provides digital service to a PBX using T1 technology.</p> <p>Multipath trunks:</p> <ul style="list-style-type: none"> • Terminate directly into a T1 switch port • Transmit signals two-ways, so all channels receive and generate calls • Allow EM Signaling, or two-state, on hook/ off hook signaling <p>Multipath Trunks access the Public Switched Telephone Network (PSTN) using a Digital Transmission Loop Arrangement (DTLA). The DTLA is a DS1 digital span, or a T1 facility that transports basic analog circuits up to a rate of 1.544 Mbps. The T1 can handle 24 voice conversations or channels over a single, four-wire or fiber optic cable.</p> <p>Terminates into a Central Office Digital Switch</p> <p>Basic Multipath trunks provisioned over T1 terminate directly into a digital switch port in the SNET Central Office. A digital trunk card capable of handling a T1 signal replaces the individual line cards found in analog PBX systems. With Multipath, the PBX does not need expensive conversion cards to convert the analog signals from SBC SNET's access lines to digital signals. The paths connect directly into the T1 instead of on D4 channel banks so the PBX transmits higher quality voice and data signals.</p> <p><i>Please note:</i> Trunk side termination in the central office switch makes line side features unavailable, including:</p> <ul style="list-style-type: none"> • Detailed tolled billing • Vertical Features (e.g. call waiting, caller ID, call forwarding and Calling Party Number) • Night Numbers • Outbound Call Identification. <p>Transmits Signals Two Directions</p> <p>Multipath trunks can be programmed as incoming and outgoing calls using Direct Inward Dial (DID) or Non-DID trunks. Digital Trunks create two-way trunks by combining Direct Inward Dial (DID) and Direct Outward Dial (DOD) trunks into groups with blocks of DID numbers handling bi-directional traffic, or two-way transmissions.</p> <p>Signals Efficiently</p> <p>Basic Multipath uses both EM Signaling and Dual Tone Multi-Frequency (DTMF) pulsing, or touchtone dialing. Two wires, called EM leads, carry signals between the PBX and the trunk. The EM leads provide your PBX efficient on hook/ off hook signaling, or EM Signaling. Digital Trunks are restricted to EM Signaling and DTMF pulsing because Dial Pulse, or Data Processing (DP) pulsing frequently delays calls that originate from the PBX, and most PBXs are incapable of using Multi-Frequency (MF), or network version pulsing.</p> <p>Digital trunking components include:</p> <ul style="list-style-type: none"> • Twenty-four exchange trunks which are flat priced, including standard one-way and combination type trunks. 	

- The T1 transport from your serving telephone company wire center to your location.
- DID service and DID telephone numbers are incremental to Digital Trunks.

Features/Functions

- **Digital transmission** - Direct Inward Dialing and Direct Outward Dialing on the same facility provides cost savings
- **Local & LD Access** on the same facility
- **Multiple Hunting Schemes** are available to allow custom routing of calls
- **24 Digital Channels** – Digital Trunks use a T1 transport facility as the transmission path from your PBX to our Central Office. Each T1 provides 24 digital channels capable of receiving and generating calls.
- **EM Signaling** - Two wires, called EM leads, carry signals between your PBX and the trunk providing your PBX efficient two-state on-hook/ off-hook signaling called E M signaling. E M signaling connects calls by "listening" for a free trunk just like a PBX operator used to do before we had automatic PBXs.
- **Direct Connection to the T1** – Digital Trunks terminate directly on a T1 digital switch port instead of on several D4 channel banks. With Digital Trunks terminating directly on a T1 switch port, you save money and experience higher quality transmissions because signals are not degraded as they pass through the channel bank.
- **Two-way Transmission** - With this feature, your employees spend less time waiting for open phone lines and more time on productive activities. Each digital channel may accommodate two-way transmissions - receive and generate calls. Two-way transmissions allow to you use fewer trunks while handling more calls, so your PBX, and consequently your office, operates more efficiently than with one-way in/ one-way out trunks.

SERVICE LEVELS:

Installation Intervals

Less than 10 lines = 15 business days
 10 or more lines = Individual Case Basis

Routine Repair Intervals

Response time = Less than 1 hour
 Repair Resolution time = 5.5 hours or less

Repair Service Level Definitions:

Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.

Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State. It is calculated during a measurement period and is expressed as an average time (expressed in hours and minutes of the Repair Resolution intervals) for all problems of a particular network service for the State's entire network.

SERVICE AVAILABILITY/LIMITATIONS:

See Service Availability spreadsheet

PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:						DOIT APPROVAL DATE:			
VENDOR NAME: SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Digital Trunks (provisioned over T-1)- Basic Multipath									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post-Conversion:	Recurring Monthly Cost
Add	8/14/2003		1		Basic Multipath: Rural Zone	T-1	\$875.00	\$875.00	\$822.00
Add	8/14/2003		2		Basic Multipath: Suburban Zone	T-1	\$875.00	\$875.00	\$774.00
Add	8/14/2003		3		Basic Multipath: Urban Zone	T-1	\$875.00	\$875.00	\$517.00
Add	8/14/2003		4		Basic Multipath: Metro Zone	T-1	\$875.00	\$875.00	\$491.00
Add	8/14/2003		5	9ZCP1	Federal Subscriber Line Charge	T-1	\$0.00	\$0.00	\$34.40
Add	8/14/2003		6	T2J1X	DID Trunks over Basic Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		7	KM1	DID C.O. Equipment- 1st trunk	loc	\$0.00	\$0.00	\$12.75
Add	8/14/2003		8	KM2	DID C.O. Equipment- Add'l trunk	trunk	\$0.00	\$0.00	\$12.75
Add	8/14/2003		9	T2DOX	1- Way Out Trunks over Basic Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		10	T1DIX	1- Way In Trunks over Basic Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		11	T2DCX	2- Way Trunks over Basic Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		12	RS1	DID Numbers (\$.46 ea sold in blocks of 20)	20 TNs	\$0.00	\$0.00	\$9.20
Add	8/14/2003		13	HRK	Hunting feature per line / trunk	trunk	\$0.00	\$0.00	\$2.84
Add	8/14/2003		14	JZ25X	Interoffice Mileage -per mile (if provisioned from non-serving wire center)	mile	\$0.00	\$0.00	\$30.00
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PRODUCT SCHEDULE DESCRIPTION

3/21/03

DOIT MASTER AGREEMENT NUMBER:	DOIT APPROVAL DATE:
VENDOR NAME: SBC SNET	FEIN: 06-054-26-46
SERVICE/PRODUCT NAME: Local Exchange Service: ISDN PRIs with DID Service- Enhanced Multipath	
<p>SERVICE/PRODUCT DESCRIPTION:</p> <p>SBC SNET's Enhanced Multipath (ISDN PRI) is a flexible, high-speed switched digital service using Q.931 signaling that allows you to use the same channel for voice, data, or video.</p> <p>ISDN-PRI is configured over a DS1 facility provisioned as B8ZS and ESF and can be configured for circuit switched voice and/or circuit switched data, and designed as call-by-call or dedicated service. PRI can be configured to redirect traffic to take advantage of various carriers and usage rates, or combine channels for faster speeds.</p> <p><i>Benefits</i></p> <p>SBC SNET Enhanced Multipath offers you:</p> <ul style="list-style-type: none"> • Incoming Call Detail — ISDN-PRI provides incoming call information with Caller ID at no additional charge. • Flexibility — ISDN-PRI is served over a DS1 or greater transport facility. PRI is a switched digital service that allows 1.536 Mbps speed on a dialed basis. Consolidated trunking services, reduced call blockage, and less cabling and interface equipment for significant cost savings. • Increased Efficiency — ISDN-PRI allows your trunks to carry 20 to 30 percent more traffic than analog trunks because of out-of-band signaling. • Fast Call Setup — PRI call setup is .5 seconds compared to 3 to 5 seconds for analog trunks. <p><i>Features</i></p> <ul style="list-style-type: none"> • Dynamic Channel Allocation (DCA) — Allows a customer to designate the quantity of call types to be allocated within previously provisioned criteria for either DID or DOD services as call by call. • Backup D-Channel (BD-C) — Provides enhanced continuity of service (in arrangements of two or more ISDN-PRI Interfaces) by allowing a D channel of one ISDN-PRI Interface to automatically take over for a failed D channel of another ISDN-PRI Interface. The D-channel of a Primary rate span carries call-control signaling for multiple PRI B-channels and T1 spans. If the primary D-channel should fail, calls over the controlled B-channels are taken down. This feature enhances the survivability of PRI spans by providing a back up D-channel that automatically takes over signaling responsibilities of the failed D-channel. • B Channel — Provides one voice or data channel on the PRI and the public switched telephone network (PSTN). 	

SERVICE LEVELS:

Installation Intervals

Less than 10 lines = 15 business days
 10 or more lines = Individual Case Basis

Routine Repair Intervals

Response time = Less than 1 hour
 Repair Resolution time = 5.5 hours or less

Repair Service Level Definitions:

Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.

Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State. It is calculated during a measurement period and is expressed as an average time (expressed in hours and minutes of the Repair Resolution intervals) for all problems of a particular network service for the State's entire network.

SERVICE AVAILABILITY/LIMITATIONS:

See Service Availability spreadsheet

PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:						DOIT APPROVAL DATE:			
VENDOR NAME: SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: ISDN PRIs with DID Service - Enhanced Multipath									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	4	Recurring Monthly Cost
Add	8/14/2003		1		Enhanced Multipath: Rural Zone	PRI	\$875.00	\$875.00	\$994.00
Add	8/14/2003		2		Enhanced Multipath: Suburban Zone	PRI	\$875.00	\$875.00	\$944.00
Add	8/14/2003		3		Enhanced Multipath: Urban Zone	PRI	\$875.00	\$875.00	\$715.00
Add	8/14/2003		4		Enhanced Multipath: Metro Zone	PRI	\$875.00	\$875.00	\$675.00
Add	8/14/2003		5		Federal Subscriber Line Charge	PRI	\$0.00	\$0.00	\$34.40
Add	8/14/2003		6	T151X	DID Trunks over Enhanced Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		7	T160X	1-Way Out Trunks over Enhanced Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		8	T161X	1-Way In Trunks over Enhanced Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		9	T16CX	2-Way Trunks over Enhanced Multipath	trunk	\$0.00	\$0.00	\$0.00
Add	8/14/2003		10	RS1	DID Numbers (\$.46 ea sold in blocks of 20)	20 TNs	\$0.00	\$0.00	\$9.20
Add	8/14/2003		11	HRK	Hunting feature per line / trunk	trunk	\$0.00	\$0.00	\$2.84
Add	8/14/2003		12	JZ25X	Interoffice Mileage -per mile (if provisioned from non-serving wire center)	mile	\$0.00	\$0.00	\$30.00
			13						
			14		* NRC applies to new SNET services only				
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PRODUCT SCHEDULE DESCRIPTION

3/21/03

DOIT MASTER AGREEMENT NUMBER:		DOIT APPROVAL DATE:	
VENDOR NAME: SBC SNET		FEIN: 06-054-26-46	
SERVICE/PRODUCT NAME: Local Exchange Service: Residential Service			
<p><u>SERVICE/PRODUCT DESCRIPTION:</u></p> <p>Residential Flat Rate service provides unlimited local calling. The monthly rate is dependent on the exchange class.</p>			
<p><u>SERVICE LEVELS:</u></p> <p>Installation Intervals Less than 10 lines = 5 business days 10 or more lines = Individual Case Basis</p> <p>Routine Repair Intervals Response time = Less than 1 hour Repair Resolution time = 36 hours or less</p> <p>Repair Service Level Definitions: Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.</p> <p>Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State. It is calculated during a measurement period and is expressed as an average time (expressed in hours and minutes of the Repair Resolution intervals) for all problems of a particular network service for the State's entire network.</p>			
<p><u>SERVICE AVAILABILITY/LIMITATIONS:</u></p> <p>See Service Availability spreadsheet</p>			

PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:						DOIT APPROVAL DATE:			
VENDOR NAME: SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Residential Service									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post-Conversion: Non-Recurring Unit Cost	Recurring Monthly Cost
Add	8/14/2003		1	1FR	Residential Line- Exchange Class 1	line	\$55.00	\$55.00	\$10.53
Add	8/14/2003		2	1FR	Residential Line- Exchange Class 2	line	\$55.00	\$55.00	\$11.53
Add	8/14/2003		3	1FR	Residential Line- Exchange Class 3	line	\$55.00	\$55.00	\$12.53
Add	8/14/2003		4	1FR	Residential Line- Exchange Class 4	line	\$55.00	\$55.00	\$13.53
Add	8/14/2003		5	1FR	Residential Line- Exchange Class 5	line	\$55.00	\$55.00	\$14.53
Add	8/14/2003		6	9LM	Residential Federal Subscriber Line Charge	line	\$0.00	\$0.00	\$5.78
			7						
			8		* NRC applies to new SNET services only				
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PRODUCT SCHEDULE DESCRIPTION

3/21/03

DOIT MASTER AGREEMENT NUMBER:	DOIT APPROVAL DATE:
VENDOR NAME: SBC SNET	FEIN: 06-054-26-46
SERVICE/PRODUCT NAME: Local Exchange Service: Centrex Service Dedicated Central Office Switched Service (DCOSS), CentraLink 2100, CentraLink 3100, GEM Mail	
SERVICE/PRODUCT DESCRIPTION: <u>Centrex Service</u> Centrex is an office telecommunications switching system for businesses that uses a separate dedicated line between each telephone at your premises and the switching equipment at the SBC SNET central office. Station lines may be either analog or digital (using ISDN technology). The SBC SNET central office switching equipment provides all of the Centrex functionality, such as routing and connecting internal station to station calls, directing incoming phone calls to the appropriate station, handling direct dialing of outbound calls, and providing a wide variety of PBX-like service features. Unlike a PBX, however, Centrex provides full, unimpeded access to the public network to every station line. And, as an integral part of SBC SNET's network, Centrex service takes advantage of extensive central processor capability and distributed processor technology that minimizes down time and constant technological upgrades. SBC SNET's Centrex offerings include Dedicated Central Office Switched Service (DCOSS), CentraLink 2100 and CentraLink 3100. As part of our Centrex Services, we also provide centralized voice mail under GEM Mail Service or SNET Voice Mail Service. <u>Standard Centrex Features:</u> <ul style="list-style-type: none"> • Direct Inward Dialing and Direct Outward Dialing allows you to route calls directly or through an attendant. • Hunting automatically sends an incoming call from a busy line to the next designated line. • Station Line Identification provides a detailed record of calls made by each CentraLink station - including start time, duration, and toll call numbers. • Call Forwarding-Variable automatically forwards calls wherever you like, inside or outside your business. • Call Forwarding-Busy Line automatically reroutes calls to a designated station or your voice mail if your line is busy. • Call Forwarding-Don't Answer automatically reroutes calls to another phone if you haven't responded within a preset number of rings. • Consultation allows you to place a caller on hold and call another party to confer on the matter at hand or gather additional information--privately without your original party hearing, and without the need for additional lines or sophisticated hardware. • Three-Way Calling turns a two-way call into a mini-conference. You can add a third person to your call at any time. • Call Waiting-Incoming lets you take a second call if you are already on the line. • Call Transfer transfers calls, even cellular calls, to another line - either inside or outside your CentraLink system. • Automatic Callback allows a station user to be called when a previously busy station becomes idle. • Line Restrictions limits phone access on selected lines so that only authorized numbers or regions can be called. • Call Hold lets you put a caller on hold for an unlimited period of time, even on a phone without a hold button. Unlike a hold button, this feature provides access to a dial tone while the call is being held. • Call Pickup uses your telephone to answer any ringing phone in your designated group - no more running from desk to desk or room to room. 	

- **Distinctive Ringing** lets you know if a call originates inside your office. A single ring means intercom; a double ring means you could be speaking to a client.
- **Station-to-Station Dialing** allows you to intercom between stations by using abbreviated dialing.
- **Direct Inward Dial to Direct Outward Dial Transfer** allows you to transfer an incoming direct dialed call to another location, either within the CentraLink system or to an outside company, residence, car phone, etc.- instead of having the caller hang up and dial the new number.

Dedicated Central Office Switched Service (DCOSS)

DCOSS is a custom Centrex service that gives you a feature-rich, central office based business telecommunications system to accommodate large sites with up to tens of thousands of station lines. Station lines may be either analog or digital (using ISDN technology).

DCOSS offers a wide variety of system, station and attendant features so you can customize your service. As a customized service, any features and functions inherent in your serving central office is available for packaging into the DCOSS system. Station access to the public switched and long distance networks is provided by virtual trunking, similar to a PBX, sized according to your calling requirements and you are assured the proper capacity.

CentraLink 2100

CentraLink 2100 is a flat-rate, business exchange Centrex service that offers custom calling features for medium to large size businesses. Although primarily designed for customers with ten to twenty telephone stations, CentraLink 2100 is available in configurations of as little as two lines with no limit to its capacity. Station lines are analog or digital (using ISDN technology). Every line has non blocking access to the local, toll and long distance networks.

CentraLink 3100

CentraLink 3100 is a flat-rate, business exchange Centrex service that offers a full suite of custom calling features for today's medium to large businesses. Although primarily designed for the business customer with twenty to three hundred telephone lines, CentraLink 3100 is available with just ten station lines and grow to thousands. Station line access is provided by Network Access Paths that are sized according to your calling requirements. Station lines are analog or digital (using ISDN technology).

Voice Mail

GEM Mail

SBC SNET provides a customized arrangement for voice mail for use with Centrex services. Originally designed especially for State and municipalities, GEM (Government, Education and Municipal) Mail is Central Office based and is in use today. GEM mailboxes allow 45 second greetings, 3 minute messages and 30 messages per mailbox. GEM Mail is a type 3 mailbox and contains the features shown below under SNET Voice Mail.

SNET Voice Mail

SNET Voice Mail is the standard business and may be used in areas where GEM Mail is not toll free.

- Type 2 and Type 3 Mailboxes include the following features:
- Personal greeting
- Password protected mailbox access
- Message summary
- Message waiting indication
- Skip message
- Message playback
- Remote access
- Message envelope information
- Urgent message indication
- Mailbox extension

- Absence greetings
- telephone answering
- 45-second greeting
- 3-minute message
- storage for 35 messages
- new messages saved for 15 days
- archived messages saved for 15 days

In addition, a Type 3 mailbox includes the ability to send, reply, check receipt, edit, and forward messages to other users on the same system. In addition, messages may be marked for future delivery or as private, or request confirmation notice. Type 3 mailboxes also have access to group distribution lists and guest mailboxes. Gem Mail is Type 3.

Optional Features

- **Pager Notification**
Be notified when a new message is in your mailbox
- **Extension Mailboxes**
Provide individual secure mailboxes for up to four people from one mailbox
- **Bridge Mailbox**
Allows two separate and distinct telephone numbers to share a mailbox. Calls are forwarded from one number to the one with the mailbox. (Requires Call Forwarding on the number that forwards the call.)
- **Reroute to Attendant**
Allows callers who need assistance before, during, or after leaving a message, to talk to an attendant by pressing

SERVICE LEVELS:

Installation Intervals

Centrex

Less than 10 lines = 9 business days

10 or more lines = Individual Case Basis

Voice Mail

Less than 10 lines = 2 business days

10 or more lines = Individual Case Basis

Routine Repair Intervals

Centrex

Response time = Less than 1 hour

Repair Resolution time = 5 hours or less

Voice Mail

Response time = Less than 1 hour

Repair Resolution time = 4 hours or less

Repair Service Level Definitions:

Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.

PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:							DOIT APPROVAL DATE:			
VENDOR NAME SBC SNET							VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Centrex Service - Dedicated Central Office Switched Service (DCOSS), CentraLink 2100, CentraLink 3100, GEM Mail										
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement										
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post-Conversion: Non-Recurring Unit Cost	Recurring Monthly Cost	
Add	8/14/2003		1	R3R	DCOSS Centrex Station Line	line	\$15.61	\$15.61	\$10.75	
Add	8/14/2003		2	VVMGX	DCOSS Voice Mail Box: GEM Mail	box	\$10.00	\$10.00	\$5.50	
Add	8/14/2003		3	R25	DCOSS Telephone Numbers (active or reserved-single TN)	TN	\$0.00	\$0.00	\$0.46	
Add	8/14/2003			DGD	DCOSS Telephone Numbers (active or reserved-bulked TNs)	acct	\$0.00	\$0.00	\$0.46	
Add	8/14/2003		4	TRXDD	DID DCOSS Trunking (10 stations:1 trunk): Incoming CentaLink 1100 Class 5	trunk	\$60.00	\$60.00	\$27.00	
Add	8/14/2003		5	ND8	C.O. Equip-1st DID trunk per Location	location	\$733.50	\$733.50	\$12.75	
Add	8/14/2003		6	ND9	C.O. Equip Additional DID trunk per Location	trunk	\$56.79	\$56.79	\$12.75	
Add	8/14/2003		7	TRXOD	DOD DCOSS Trunking (10 stations:1 trunk) Outgoing CentaLink 1100 Class 5	trunk	\$60.00	\$60.00	\$27.00	
Add	8/14/2003		8	9ZR	DCOSS -Federal Subscriber Line Charge	trunk	\$0.00	\$0.00	\$6.88	
Add	8/14/2003		9	R3R	CentraLink 2100 Station Line: Exchange Class 1	line	\$60.00	\$60.00	\$20.00	
Add	8/14/2003		10	R3R	CentraLink 2100 Station Line: Exchange Class 2	line	\$60.00	\$60.00	\$21.00	
Add	8/14/2003		11	R3R	CentraLink 2100 Station Line: Exchange Class 3	line	\$60.00	\$60.00	\$23.00	
Add	8/14/2003		12	R3R	CentraLink 2100 Station Line: Exchange Class 4	line	\$60.00	\$60.00	\$25.00	
Add	8/14/2003		13	R3R	CentraLink 2100 Station Line: Exchange Class 5	line	\$60.00	\$60.00	\$27.00	
Add	8/14/2003		14	4CJ	CentraLink 2100 Common Equip Rate per system	btn	\$0.00	\$0.00	\$40.00	
Add	8/14/2003		15	9ZR	CentraLink 2100 Federal Access Line Charge	line	\$0.00	\$0.00	\$6.88	
Add	8/14/2003		16	R48	CentraLink 2100 Bridged Station Line	line	\$65.00	\$65.00	\$25.25	
Add	8/14/2003		17	R25	CentraLink 2100 Number Reservation per number	TN	\$0.00	\$0.00	\$1.00	
Add	8/14/2003		18	SG9XX	Feature Change charge per service order	order	\$33.00	\$33.00	\$0.00	
Add	8/14/2003		19	EXM	CentraLink 3100 Station Line	line	\$15.00	\$15.00	\$6.50	
Add	8/14/2003		20	EX3	CentraLink 3100 Bridged Station Line	line	\$15.00	\$15.00	\$4.00	
Add	8/14/2003		21	EH5	CentraLink 3100 Hot Line	line	\$15.00	\$15.00	\$4.00	
Add	8/14/2003		22	LOP	CentraLink 3100 Local Loop	line	\$0.00	\$0.00	\$6.00	
Add	8/14/2003		23	TRXCD	CentraLink 3100 Network Access Path (NAP) Exchange Class 1	line	\$60.00	\$60.00	\$20.00	
Add	8/14/2003		24	TRXCD	CentraLink 3100 (NAP) Exchange Class 2	line	\$60.00	\$60.00	\$21.00	
Add	8/14/2003		25	TRXCD	CentraLink 3100 (NAP) Exchange Class 3	line	\$60.00	\$60.00	\$23.00	
Add	8/14/2003		26	TRXCD	CentraLink 3100 (NAP) Exchange Class 4	line	\$60.00	\$60.00	\$25.00	
Add	8/14/2003		27	TRXCD	CentraLink 3100 (NAP) Exchange Class 5	line	\$60.00	\$60.00	\$27.00	
Add	8/14/2003		28	9ZR	CentraLink 3100 Federal Access Line charge (per NAP)	line	\$0.00	\$0.00	\$6.88	
Add	8/14/2003		29	EAC	CentraLink 3100 Abbreviated Dialing per code	code	\$0.00	\$0.00	\$9.47	
Add	8/14/2003		30	WZZSR	CentraLink 3100 Assume Dial 9	btn	\$350.00	\$350.00	\$3.50	
Add	8/14/2003		31	ATDPS	CentraLink 3100 Attendant Feature per system	btn	\$500.00	\$500.00	\$90.00	
Add	8/14/2003		32	AEG	CentraLink 3100 ARS basic per pattern	btn	\$500.00	\$500.00	\$50.00	
Add	8/14/2003		33	AQVPZ	CentraLink 3100 ARS deluxe per pattern	btn	\$950.00	\$950.00	\$95.00	
Add	8/14/2003		34	WZZSJ	CentraLink 3100 Call Forward all calls additional path (max 5)	path>1	\$33.00	\$33.00	\$3.50	
Add	8/14/2003		35	EAY	CentraLink 3100 Call Forward over private facilities per system	btn	\$38.80	\$38.80	\$94.65	
Add	8/14/2003		36	EAP	CentraLink 3100 Call Forward over private facilities per line	line	\$1.33	\$1.33	\$4.26	
Add	8/14/2003		37	XCBEM	CentraLink 3100 CentraLink Multiple Bill Arrangement	bill	\$50.00	\$50.00	\$10.00	
Add	8/14/2003		38	ST1	CentraLink 3100 Dial Transfer Tandem Tie Lines	feature	\$189.29	\$189.29	\$0.00	
Add	8/14/2003		39	WZZPQ	CentraLink 3100 Fixed TN forwarding per path (max 5)	path	\$33.00	\$33.00	\$5.60	
Add	8/14/2003		40	CFX	CentraLink 3100 FX Transfer per group	group	\$141.97	\$141.97	\$7.10	
Add	8/14/2003		41	YYO	CentraLink 3100 800 Transfer per line	line	\$23.66	\$23.66	\$4.73	
Add	8/14/2003		42	WZZAB	CentraLink 3100 Line Class Code per dialing pattern	pattern	\$33.00	\$33.00	\$10.00	
Add	8/14/2003		43	R25	CentraLink 3100 Number Reservation per number	tn	\$0.00	\$0.00	\$1.00	
Add	8/14/2003		44	WZZHT	CentraLink 3100 Permanent Call Forward per path (max 5)	path	\$33.00	\$33.00	\$10.00	
Add	8/14/2003		45	LER	CentraLink 3100 Six Way Conference Access	btn	\$326.53	\$326.53	\$94.65	
Add	8/14/2003		46	E3D	CentraLink 3100 Speed Call 30 Number List controller	btn	\$5.00	\$5.00	\$2.00	
Add	8/14/2003		47	E58	CentraLink 3100 Speed Call 50 Number List controller	btn	\$5.00	\$5.00	\$4.00	
Add	8/14/2003		48	E78	CentraLink 3100 Speed Call 70 Number List controller	btn	\$5.00	\$5.00	\$6.00	
Add	8/14/2003		49	EJJ	CentraLink 3100 Speed Call 2 digit list	btn	\$5.00	\$5.00	\$2.00	

SERVICE AVAILABILITY/LIMITATIONS:

SERVICE AVAILABILITY

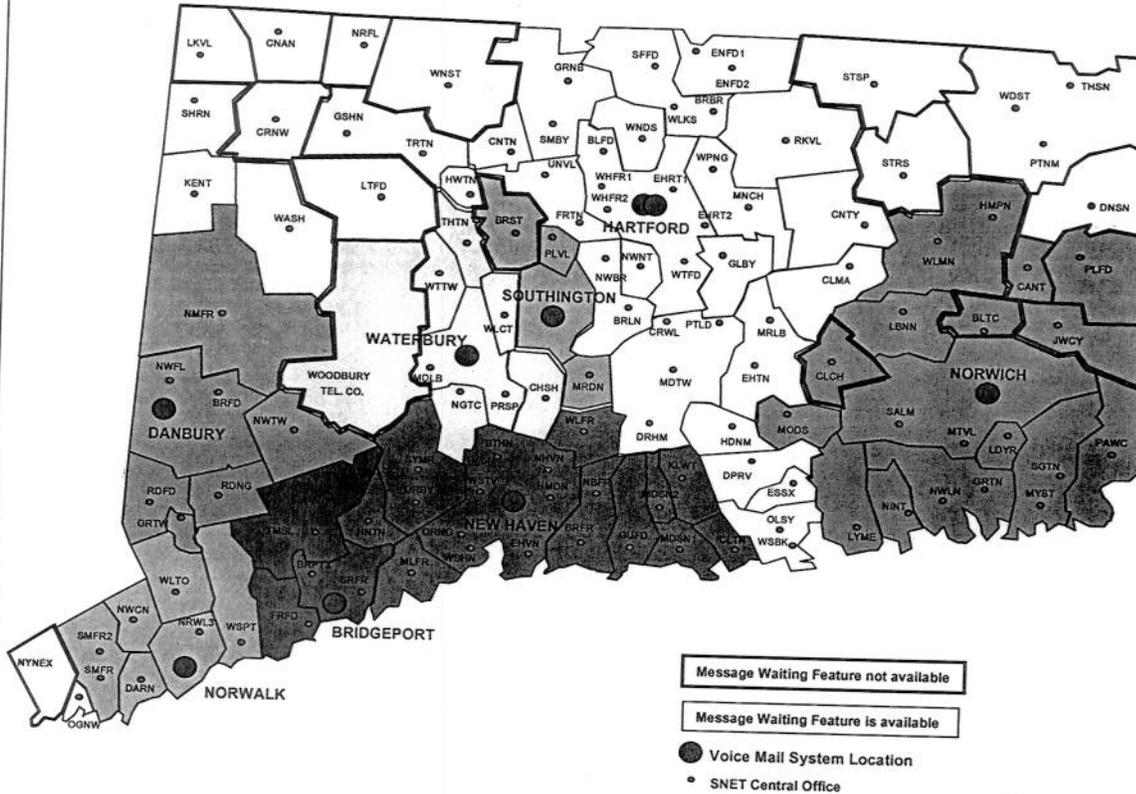
Centrex

See Service Availability spreadsheet

GEM Mail

Not all areas in Connecticut have toll free access to the GEM Mail hub. Currently, GEM deployment is as follows:

Gem Mail System Deployment



LIMITATIONS**DCOSS**

1. Station prices listed under DCOSS are for Statewide DCOSS. This service specifies a minimum of 6000 lines including up to 500 ISDN stations.
2. The actual station line does not carry a rate. The main account is bulk billed under DG4,5,6 and DGD USOCs.
3. Statewide locations may be added with a minimum of 2 lines per location
4. DCOSS lines are used for voice, fax and modem lines. DCOSS cannot be used for Centrex or PBX trunks.

Service Disconnection / Reference of Calls

1. There is no charge for reference of calls for the disconnect of the main listed number. This applies to local exchange, DID, CentralLink and DCOSS accounts.
2. Under DCOSS, a customized spare number intercept is set up in the Central Office at no charge as the default for DCOSS stations not in use.
3. Reference of Calls on individual DID numbers is chargeable under a Special Network request. Under this arrangement, the standard interval for reference of calls is currently three months.

MINIMUM LEVELS**DCOSS**

In the event that the line count falls below 6000 for two consecutive quarters, the State would continue to be billed at the 6000 line quantity until other arrangements are made.

PRODUCT SCHEDULE

1/21/03

VENDOR NAME SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Centrex Service - Dedicated Central Office Switched Service (DCOSS), CentraLink 2100, CentraLink 3100, GEM Mail									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post-Conversion: Non-Recurring Unit Cost	Recurring Monthly Cost
Add	8/14/2003		50	UCA	CentraLink 3100 Special Recorded announcement	annc	\$45.90	\$45.90	\$66.26
Add	8/14/2003		51	CMM	CentraLink 3100 Station Message Detail on Private Facilities	btn	\$2,129.51	\$2,129.51	\$75.72
Add	8/14/2003		52	E52	CentraLink 3100 Integrated voice mail access link	link	\$300.00	\$300.00	\$30.00
Add	8/14/2003		53	E53	CentraLink 3100 e-mail access link	link	\$300.00	\$300.00	\$30.00
Add	8/14/2003		54	E55	CentraLink 3100 Modem pooling access link	link	\$300.00	\$300.00	\$30.00
Add	8/14/2003		55	EDA	CentraLink 3100 Attendant console loop access link	link	\$300.00	\$300.00	\$30.00
Add	8/14/2003		56	TGA	CentraLink 3100 Tie line terminals (tandem)	C.O.	\$42.59	\$42.59	\$34.78
Add	8/14/2003		57	RXN	CentraLink 3100 Tie line terminals (non-tandem)	C.O.	\$42.59	\$42.59	\$34.31
Add	8/14/2003		58	ABCUC	CentraLink 3100 Uniform Call Distribution (UCD) Per line equ	line	\$0.00	\$0.00	\$1.00
Add	8/14/2003		59	UQSPQ	CentraLink 3100 Per queue slot	queue	\$15.00	\$15.00	\$10.00
Add	8/14/2003		60	UDN	CentraLink 3100 Delay announcement (each)	annc	\$25.00	\$25.00	\$25.00
Add	8/14/2003		61	VVMGX	SNET GEM Mail box (special for State + Muni)	box	\$10.00	\$10.00	\$5.50
Add	8/14/2003		62	VJBD1	SNET Voice Mail-Type 2 call answering only (Centrex/ CentraLink)	box	\$10.00	\$10.00	\$11.00
Add	8/14/2003		63	VJBD6	SNET Voice Mail-Type 3 call answering plus VM send, reply, edit (Centrex/CentraLink)	box	\$10.00	\$10.00	\$15.00
Add	8/14/2003		64	VJBDH	SNET Voice Mail Bridged Mailbox	box	\$10.00	\$10.00	\$3.00
Add	8/14/2003		65	ORV	SNET Voice Mail "0" Escape to Attendant Option	box	\$10.00	\$10.00	\$2.50
Add	8/14/2003		66	VMPBX	SNET Voice Mail Outcall to Pager Option	box	\$10.00	\$10.00	\$3.00
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			68		* NRC applies to new SNET services only				
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PRODUCT SCHEDULE DESCRIPTION

3/21/03

DOIT MASTER AGREEMENT NUMBER:	DOIT APPROVAL DATE:
VENDOR NAME: SBC SNET	FEIN: 06-054-26-46
SERVICE/PRODUCT NAME: Local Exchange Service: Centrex ISDN (1B+D)- DCOSS ISDN, CentraLink 2100/3100 Custom ISDN	
<p><u>SERVICE/PRODUCT DESCRIPTION:</u></p> <p><u>Centrex ISDN (1B+D)</u> Centrex is an office telecommunications switching system for businesses that uses a separate dedicated line between each telephone at your premises and the switching equipment at the SBC SNET central office. Station lines may be either analog or digital (using ISDN technology).</p> <p>The SBC SNET central office switching equipment provides all of the Centrex functionality, such as routing and connecting internal station to station calls, directing incoming phone calls to the appropriate station, handling direct dialing of outbound calls, and providing a wide variety of PBX-like service features. Unlike a PBX, however, Centrex provides full, unimpeded access to the public network to every station line. And, as an integral part of SBC SNET's network, Centrex service takes advantage of extensive central processor capability and distributed processor technology that minimizes down time and constant technological upgrades.</p> <p>SBC SNET's Centrex offerings include ISDN (1B+D) Service under Dedicated Central Office Switched Service (DCOSS), CentraLink 2100 and CentraLink 3100. As part of our Centrex Services, we also provide centralized voice mail under GEM Mail service. For additional feature information please refer to the Product Schedule for Local Exchange Service: Centrex Service.</p>	
<p><u>SERVICE LEVELS:</u></p> <p>Installation Intervals Less than 10 lines = 9 business days 10 or more lines = Individual Case Basis</p> <p>Routine Repair Intervals Response time = Less than 1 hour Repair Resolution time = 5 hours or less</p> <p>Repair Service Level Definitions: Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.</p> <p>Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State. It is calculated during a measurement period and is expressed as an average time (expressed in hours and minutes of the Repair Resolution intervals) for all problems of a particular network service for the State's entire network.</p>	

SERVICE AVAILABILITY/LIMITATIONS:**SERVICE AVAILABILITY**

See Service Availability spreadsheet

LIMITATIONS

1. Centex ISDN quoted under DCOSS is Custom ISDN used for voice applications only. 1B+D uses 1 station number per pipe.

Service Disconnection / Reference of Calls

1. There is no charge for reference of calls for the disconnect of the main listed number. This applies to local exchange, DID, CentralLink and DCOSS accounts.
2. Under DCOSS, a customized spare number intercept is set up in the Central Office at no charge as the default for DCOSS stations not in use.
3. Reference of Calls on individual DID numbers is chargeable under a Special Network request. Under this arrangement, the standard interval for reference of calls is currently three months.

PRODUCT SCHEDULE DESCRIPTION

3/21/03

<p>VENDOR NAME: SBC SNET</p>	<p>FEIN: 06-054-26-46</p>
<p>SERVICE/PRODUCT NAME: Local Exchange Service: Centrex ISDN (2B+D) – DCOSS ISDN, CentraLink 2100/3100 Custom ISDN</p>	
<p><u>SERVICE/PRODUCT DESCRIPTION:</u></p> <p><u>Centrex ISDN (2B+D)</u> Centrex is an office telecommunications switching system for businesses that uses a separate dedicated line between each telephone at your premises and the switching equipment at the SBC SNET central office. Station lines may be either analog or digital (using ISDN technology).</p> <p>The SBC SNET central office switching equipment provides all of the Centrex functionality, such as routing and connecting internal station to station calls, directing incoming phone calls to the appropriate station, handling direct dialing of outbound calls, and providing a wide variety of PBX-like service features. Unlike a PBX, however, Centrex provides full, unimpeded access to the public network to every station line. And, as an integral part of SBC SNET's network, Centrex service takes advantage of extensive central processor capability and distributed processor technology that minimizes down time and constant technological upgrades.</p> <p>SBC SNET's Centrex offerings include ISDN (2B+D) Service under Dedicated Central Office Switched Service (DCOSS), CentraLink 2100 and CentraLink 3100. As part of our Centrex Services, we also provide centralized voice mail under GEM Mail service. For additional feature information please refer to the Product Schedule for Local Exchange Service: Centrex Service.</p>	
<p><u>SERVICE LEVELS:</u></p> <p>Installation Intervals Less than 10 lines = 9 business days 10 or more lines = Individual Case Basis</p> <p>Routine Repair Intervals Response time = Less than 1 hour Repair Resolution time = 5 hours or less</p> <p>Repair Service Level Definitions: Repair Response is the time elapsed between when SNET receives a report of a problem or otherwise becomes aware of a problem, and the time that SNET responds to the end user or other designated contact to verify the problem. It is calculated during a measurement period as an average time (expressed in hours and minutes of the Repair Response intervals) for all problems related to a particular network service for the State's entire network.</p> <p>Repair Resolution Time means the elapsed time between when the State notifies SNET of a problem, and the time that SNET restores service and such service is acceptable to the State. It is calculated during a measurement period and is expressed as an average time (expressed in hours and minutes of the Repair Resolution intervals) for all problems of a particular network service for the State's entire network.</p>	

SERVICE AVAILABILITY/LIMITATIONS:**AVAILABILITY**

See Service Availability spreadsheet

LIMITATIONS

1. Centex ISDN quoted under DCOSS is Custom ISDN used for voice applications only. 2B+D uses 2 stations per pipe

Service Disconnection / Reference of Calls

1. There is no charge for reference of calls for the disconnect of the main listed number. This applies to local exchange, DID, CentralLink and DCOSS accounts.
2. Under DCOSS, a customized spare number intercept is set up in the Central Office at no charge as the default for DCOSS stations not in use.
3. Reference of Calls on individual DID numbers is chargeable under a Special Network request. Under this arrangement, the standard interval for reference of calls is currently three months.

PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:						DOIT APPROVAL DATE:			
VENDOR NAME: SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Centrex ISDN (1B+D) - DCOSS ISDN, CentraLink 2100/3100 Custom ISDN									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post- Conversion: Non-Recurring Unit Cost	Recurring Monthly Cost
Add	8/14/2003		1	XU8	DCOSS ISDN Station Line 1B+D (1sta per pipe)	line	\$125.00	\$125.00	\$10.75
Add	8/14/2003		2	VVMGX	DCOSS Voice Mail Box: GEM Mail	box	\$10.00	\$10.00	\$5.50
Add	8/14/2003		3	R25	DCOSS Telephone Numbers (active or reserved)	TN	\$0.00	\$0.00	\$0.46
Add	8/14/2003		4	DGD	DCOSS Telephone Numbers (active or reserved-bulked)	acct	\$0.00	\$0.00	\$0.46
Add	8/14/2003		5	TRXDD	DID DCOSS Trunking (10 stations:1 trunk): Incoming CentaLink 1100 Class 5	trunk	\$116.79	\$116.79	\$39.75
Add	8/14/2003		6	TRXOD	DOD DCOSS Trunking (10 stations:1 trunk) Outgoing CentaLink 1100 Class 5	trunk	\$60.00	\$60.00	\$27.00
Add	8/14/2003		7	9ZR	DCOSS -Federal Subscriber Line Charge	trunk	\$0.00	\$0.00	\$6.88
Add	8/14/2003		8	WZZSA	CentraLink 2100/3100 Custom ISDN Svc Pkg 1 (1B+D packet) CSV on 1 B ch and signal on D	pipe	\$125.00	\$125.00	\$18.00
Add	8/14/2003		9	WZZSB	CentraLink 2100/3100 Custom ISDN Svc Pkg 2 (1B+D packet) CSV on 1 B ch and packet sw and signal on D	pipe	\$200.00	\$200.00	\$21.00
Add	8/14/2003		10	WZZSJ	CentraLink 2100/3100 Custom ISDN: Svc Pkg 9 - Sec Dir Tn term on diff device for EKTS	line	\$25.00	\$25.00	\$5.00
Add	8/14/2003		11	WZZS1	CentraLink 2100/3100 Custom ISDN: Svc Pkg 10 C.O. Loop extended to non equipped C.O. same exchange	pipe	\$300.00	\$300.00	\$100.00
			12		(CentraLink 2100, 3100 Custom ISDN costs apply to the pipe and are in addition to the normal station rates)				
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PRODUCT SCHEDULE

1/21/03

MASTER AGREEMENT NUMBER:						DOIT APPROVAL DATE:			
VENDOR NAME: SBC SNET						VENDOR FEIN: 06-054-26-46			
SERVICE NAME: Local Exchange Service: Centrex ISDN (2B+D) - DCOSS ISDN, CentraLink 2100/3100 Custom ISDN									
A 2% credit will be issued monthly against the items ordered from this Product Schedule per the SBC SNET Master Agreement									
Activity (Add, Delete, Change)	Date of Vendor Request	Date Approved By DOIT	Item	Item Code	Description of Service/Equipment	Unit	Initial Conversion: Non-Recurring Unit Cost*	Post-Conversion: Non-Recurring Unit Cost	Recurring Monthly Cost
Add	8/14/2003		1	XU8	DCOSS ISDN Station Line 2B+D (2 sta per pipe)	2 lines	\$125.00	\$125.00	\$21.50
Add	8/14/2003		2	VVMGX	DCOSS Voice Mail Box: GEM Mail	box	\$10.00	\$10.00	\$5.50
Add	8/14/2003		3	R25	Telephone Numbers (active or reserved)	TN	\$0.00	\$0.00	\$0.46
Add	8/14/2003		4	DGD	DCOSS Telephone Numbers (active or reserved-but DID DCOSS Trunking (10 stations:1 trunk):	acct	\$0.00	\$0.00	\$0.46
Add	8/14/2003		5	TRXDD	Incoming CentaLink 1100 Class 5	trunk	\$60.00	\$60.00	\$27.00
Add	8/14/2003		6	ND8	C.O. Equip-1st DID trunk per Location	location	\$733.50	\$733.50	\$12.75
Add	8/14/2003		7	ND9	C.O. Equip Additional DID trunk per Location	trunk	\$56.79	\$56.79	\$12.75
Add	8/14/2003		8	TRXOD	DOD DCOSS Trunking (10 stations:1 trunk) Outgoing CentaLink 1100 Class 5	trunk	\$60.00	\$60.00	\$27.00
Add	8/14/2003		9	9ZR	DCOSS -Federal Subscriber Line Charge	trunk	\$0.00	\$0.00	\$6.88
Add	8/14/2003		10	WZZSC	CentraLink 2100/3100 Custom ISDN Svc Pkg 3 (2B+D) CSV on B-1, CSD on B-2, signal on D	pipe	\$200.00	\$200.00	\$27.00
Add	8/14/2003		11	WZZSD	CentraLink 2100/3100 Custom ISDN Svc Pkg 4 (2B+D) CSV on both B ch, signal on D	pipe	\$200.00	\$200.00	\$27.00
Add	8/14/2003		12	WZZSE	CentraLink 2100/3100 Custom ISDN Svc Pkg 5 (2B+D packet) CSV on B-1, CSD on B-2, packet sw and signal on D	pipe	\$225.00	\$225.00	\$32.00
Add	8/14/2003		13	WZZSF	CentraLink 2100/3100 Custom ISDN Svc Pkg 6 (2B+D packet, EKTS) CSV on both B ch, packet sw and signal on D	pipe	\$225.00	\$225.00	\$32.00
Add	8/14/2003		14	WZZSG	CentraLink 2100/3100 Custom ISDN Svc Pkg 7 (2B+D) CSD on both B ch, signal on D	pipe	\$250.00	\$250.00	\$40.00
Add	8/14/2003		15	WZZSJ	CentraLink 2100/3100 Custom ISDN Svc Pkg 9 - Sec Dir TN term on diff device for EKTS	line	\$25.00	\$25.00	\$5.00
Add	8/14/2003		16	WZZS1	CentraLink 2100/3100 Custom ISDN Svc Pkg 10 - C.O. loop extender to non equipped C.O. same exchange	pipe	\$300.00	\$300.00	\$100.00
			17		(CentraLink 2100, 3100 Custom ISDN costs apply to the pipe and are in addition to the normal station rates)				
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			19		* NRC applies to new SNET services only				
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CERTIFICATE OF AUTHORITY

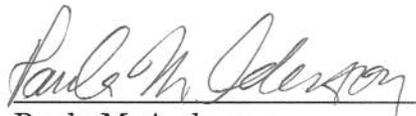
I, Paula M. Anderson, the undersigned, do hereby certify that I am the Assistant Secretary of Southern New England Telecommunications Corporation, a Connecticut corporation, and that the following resolution was duly adopted on August 14, 2003, through a consent of the sole stockholder of Southern New England Telecommunications Corporation, a close corporation, to action taken in lieu of a meeting:

RESOLVED, that effective August 14, 2003, Ann H. Rotatori, Vice President-Business Sales and Service Delivery is authorized to execute, modify, or cancel, on behalf of the Company, contracts and agreements concerning the provision of telecommunications products and services, including but not limited to any such contracts and agreements with the State of Connecticut or any of its agencies.

I do further certify that the above resolution has not been amended or revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of Southern New England Telecommunications Corporation this 19th day of August, 2003.

San Antonio, Texas



Paula M. Anderson
Assistant Secretary



SOUTHERN NEW ENGLAND TELECOMMUNICATIONS CORPORATION

CERTIFICATE OF RESOLUTION

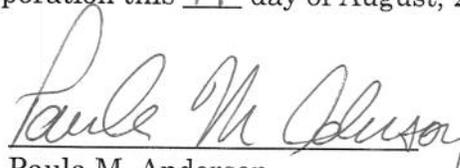
Pursuant to the Restated Certificate of Incorporation of Southern New England Telecommunications Corporation ("Company"), dated December 22, 1999, the business of the Company shall be managed by the stockholder of the Company rather than a board of directors, as permitted under §33-717 of the Connecticut Business Corporation Act. The stockholder may exercise all such powers of the Company and do all such lawful acts and things as the Company might do. The stockholder shall be deemed to be the sole Director for the purposes of the Connecticut Business Corporation Act.

I, Paula M. Anderson, certify that I am the Assistant Secretary of Southern New England Telecommunications Corporation, a Connecticut corporation, and further certify that the following is a true and correct copy of a resolution adopted by the sole stockholder of the Company, and that such resolution has not been rescinded or modified and is in full force and effect on the date hereof:

RESOLVED, that effective August 14, 2003, Ann H. Rotatori, Vice President-Business Sales and Service Delivery is authorized to execute, modify, or cancel, on behalf of the Company, contracts and agreements concerning the provision of telecommunications products and services, including but not limited to any such contracts and agreements with the State of Connecticut or any of its agencies.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of Southern New England Telecommunications Corporation this 14th day of August, 2003.

San Antonio, Texas



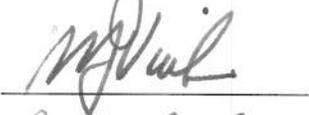
Paula M. Anderson
Assistant Secretary



SOUTHERN NEW ENGLAND TELECOMMUNICATIONS CORPORATION
INCUMBENCY CERTIFICATE

The undersigned, Michele Macauda, hereby certifies that she is the duly appointed, qualified and acting President and Chief Executive Officer of Southern New England Telecommunications Corporation, and that as such she is familiar with its officers and their signatures.

The undersigned further certifies that the persons named below now hold the respective offices set out at the left of their names, they have held those offices since the corresponding dates below and that the signatures at the right of their respective names are their genuine signatures.

<u>Title</u>	<u>Name</u>	<u>Date</u>	<u>Specimen Signature</u>
Michele Macauda	President and Chief Executive Officer	June 1, 2003	
Margaret E. Garber	Vice President-General Counsel and Secretary	December 20, 1999	
Michael J. Viola	Treasurer	February 1, 2001	
Paula M. Anderson	Assistant Secretary	May 13, 1992	

Dated at New Haven, Connecticut this 14th day of August, 2003.



Michele Macauda
President and Chief Executive Officer

The undersigned, Margaret E. Garber, hereby certifies that she is the duly appointed, qualified and acting Secretary of Southern New England Telecommunications Corporation, and that as such she is familiar with its officers and their signatures.

The undersigned further certifies that the aforementioned Michele Macauda is the duly appointed, qualified and acting President and Chief Executive Officer, that she now holds that office, has held that office since June 1, 2003, and that the signature at the right of her name is her genuine signature.

Dated at New Haven, Connecticut this 14th day of August, 2003.



Margaret E. Garber
Secretary

CONSENT OF THE SOLE STOCKHOLDER OF
SOUTHERN NEW ENGLAND TELECOMMUNICATIONS CORPORATION,
A CLOSE CORPORATION,
TO ACTION TAKEN IN LIEU OF A MEETING

SBC Communications Inc., a Delaware corporation, the sole stockholder of Southern New England Telecommunications Corporation (the "Company"), hereby consents to and takes the following action in writing and without a meeting, which consent shall have the same force and effect as a unanimous vote at a meeting duly held:

RESOLVED, that effective August 14, 2003, Ann H. Rotatori, Vice President-Business Sales and Service Delivery is authorized to execute, modify, or cancel, on behalf of the Company, contracts and agreements concerning the provision of telecommunications products and services, including but not limited to any such contracts and agreements with the State of Connecticut or any of its agencies.

Dated: August 14, 2003

SBC COMMUNICATIONS INC.
The Sole Stockholder of
Southern New England Telecommunications
Corporation

By: Bill Blase
William A. Blase, Jr.
Delegee of Edward E. Whitacre, Jr.,
Chief Executive Officer

SBC COMMUNICATIONS INC.
ASSISTANT SECRETARY'S CERTIFICATE

I, Wayne A. Wirtz, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of SBC Communications Inc., a Delaware corporation (the "Company" or "SBC"), and further certify to the following:

Following is a true, complete and correct copy of a Delegation of Authority duly executed by Edward E. Whitacre, Jr., Chief Executive Officer, and said delegation has not been modified, amended or rescinded and remains in full force and effect on the date hereof:

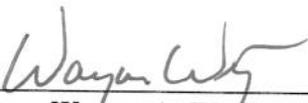
I, Edward E. Whitacre, Jr., Chief Executive Officer of SBC Communications Inc., hereby appoint William A. Blase, Jr., proxy, with full power of substitution, to vote all shares of SBC Communications Inc. in Southern New England Telecommunications Corporation.

I further delegate to said William A. Blase, Jr. authority to delegate all or such part of the authority as granted above as he may see fit to those individuals reporting directly to him.

This delegation supersedes and revokes any and all prior delegations, which I have made with respect to the stock of the Southern New England Telecommunications Corporation. This delegation shall be effective until superceded or revoked.

I declare that the foregoing is true and correct to the best of my knowledge and I have hereunto signed my name this 19th day of September, 2003.

9-26-03
JWS



Wayne A. Wirtz
Assistant Secretary

SOUTHERN NEW ENGLAND
TELECOMMUNICATIONS CORPORATION

DELEGATION OF AUTHORITY

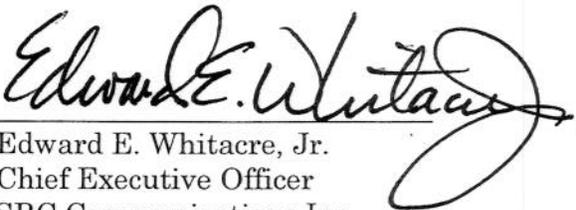
I, Edward E. Whitacre, Jr., Chief Executive Officer of SBC Communications Inc., hereby appoint William A. Blase, Jr., proxy, with full power of substitution, to vote all shares of SBC Communications Inc. in Southern New England Telecommunications Corporation.

I further delegate to said William A. Blase, Jr. authority to delegate all or such part of the authority as granted above as he may see fit to those individuals reporting directly to him.

This delegation supersedes and revokes any and all prior delegations, which I have made with respect to the stock of the Southern New England Telecommunications Corporation. This delegation shall be effective until superceded or revoked.

Date: August 5, 2003

By:


Edward E. Whitacre, Jr.
Chief Executive Officer
SBC Communications Inc.

9.26.03
gds