STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

X	CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	7 Pages	AGREEMENT NUMBER: 5-06-58-20 (DTS 06E1390)
			AMENDMENT NUMBER: 4
			REGISTRATION NUMBER: 19550748325559.4

1. This Agreement is entered into between the State Agency and Contractor named below:

   STATE AGENCY'S NAME
   Department of Technology Services

   CONTRACTOR'S NAME
   SBC Global Services, Inc. dba AT&T Global Services

2. The term of this Agreement is 1/30/2007 through 1/29/2012

3. The maximum amount of this agreement after this amendment is: N/A

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   a. Add the following pages:

      i. Attachment 5 – Exhibit A-6, Authorization to Order (1-7)

This Agreement is effective upon the start date, or DGS approval, whichever is later.
All other terms and conditions of the original agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) SBC Global Services, Inc. dba AT&T Global Services	10/24/08 GENERAL SERVICES LEGAL SERVICES
BY (Authorized Signature): Alice M. Oliver-Harvey — DATE SIGNED (Do not type): 10/1/08	
PRINTED NAME AND TITLE OF PERSON SIGNING: Alice M. Oliver-Harvey	
ADDRESS: 2600 Camino Ramon, Room 2S400L, San Ramon, CA 94583	
AGENCY NAME: Department of Technology Services	APPROVED — DATE 10/29/08
BY (Authorized Signature): [signature] — DATE SIGNED (Do not type): 10/8/08	
PRINTED NAME AND TITLE OF PERSON SIGNING: M. Driver, Chief, Administrative Services Branch	☐ Exempt per:
ADDRESS: P.O. Box 1810, MS 304, Rancho Cordova, CA 95741-1810	

EXHIBIT A-6

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

Contractor Name ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET 2) Master Services Agreement (MSA) *X* Services dated January 30, 2007 ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products (Service(s)") solely as set forth in the Contract.

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov .

_____("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.

2. This ATO shall continue in effect from the Effective Date through the remainder of the term of the Contract. In the event Contractor and the State extend the term of the Contract, Contractor shall provide Non-State Agency with sixty (60) calendar days' prior written notice of the intended extension of the Contract. The term of this ATO will be automatically extended to match the new term of the Contract unless Non-State Agency provides thirty (30) days' written notice to Contractor prior to the automatic extension of its intent not to renew this ATO.

3. A. Contractor has reviewed the cost characteristics (by volume and service location) of the Service(s) identified in Attachment 1 and has determined that the proposed Service(s) may be purchased out of the Contract. Non-State Agency shall maintain an annual total billed revenue commitment ("Annual TBR Commitment") under this Authorization to Order of $_____for a two (2) year commitment period starting with the Effective Date of the ATO. The Annual TBR Commitment is initially based on the Service(s) identified in Attachment 1 and the calculations set forth in Attachment 2, both of which are incorporated herein by reference. Non-State Agency may increase or decrease the volume of Services identified in Attachment 1. Non-State Agency may, subject to Contractor's review rights set forth below, add new Services not previously identified in Attachment 1. The addition of a new Service(s) not previously identified in Attachment 1 will result in an increase in the Annual TBR Commitment. The revenue from all Services ordered under this Authorization to Order shall apply towards the then current Annual TBR Commitment. Contractor reserves the right to review the cost characteristics (by volume and service location) of any new Service(s) not previously identified in Attachment 1 that Non-State Agency proposes to add to this Authorization to Order and determine, following

discussion(s) with Customer, if the proposed Service(s) may be added to Attachment 1. Contractor will obtain the written concurrence of the Department of Technology Services – Statewide Telecommunications and Network Division prior to refusing to add a new Service to this Authorization to Order. At the end of each twelve (12) month period of this Authorization to Order, Contractor shall calculate Non-State Agency's revenue for such period and, if a revenue shortfall exists, Contractor will bill and Non-State Agency shall immediately pay Contractor the shortfall amount; provided, however, that if (i) a revenue shortfall exists solely as a result of the unavailability or degradation of Contractor's Service(s), no revenue shortfall will be billed to Customer at the end of the twelve (12) month period, or (ii) a revenue shortfall exists solely because Customer has migrated existing traffic volumes to another Service offered under this Contract, or from one CALNET 2 Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module, no revenue shortfall will be billed to Customer at the end of the twelve (12) month period.

B. In the event that Non-State Agency significantly downsizes or consolidates and the Service(s) provided under this ATO is reduced and such reduction is not caused, in whole or in part, by Non-State Agency's acquisition of substantially similar equipment and/or services from any other source, external or internal, Contractor will renegotiate the future Annual TBR Commitment based on the remaining portion of Non-State Agency's Service(s) to be provided under this ATO. As part of the renegotiation of the Annual TBR Commitment, Non-State Agency agrees not to replace, except through acquisition from Contractor, substantially similar equipment and/or services to those previously provided under this ATO for one year following the date the revised Annual TBR Commitment becomes effective.

4. If Non-State Agency elects to terminate this ATO prior to completion of the term set forth in Paragraph 3 above, Non-State Agency shall pay a termination charge based on sixty-five percent (65%) of the Annual TBR Commitment (divided by 12) multiplied by the number of months remaining in the two (2) year commitment period identified in Paragraph 3.A above, plus any unrecovered nonrecurring charges owed to Contractor on the date of termination.

5. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.

6. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.

7. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.

8. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.

9. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.

10. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.

11. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).

12. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for a particular Service(s) in a subsequent fiscal year, or universal service discounts are not received to enable Non-State Agency to continue paying for a particular Service(s) in a subsequent year, the Non-State Agency may terminate a particular Service(s) as of the last day for which funds were appropriated or universal service discounts were received ("Date of Termination"), without being subject to the termination charge set forth above; provided, however, that Non-State Agency shall be obligated to pay all charges incurred through the Date of Termination, plus any unrecovered nonrecurring charges which may be owed Contractor on the Date of Termination.

    Non-State Agency shall use its best efforts to obtain funding or universal service discounts for the particular Service(s) provided hereunder. If Non-State Agency exercises its right to terminate this Authorization to Order for non-appropriation or ineligibility to receive universal service discounts under the then current program, Non-State Agency agrees not to obtain substantially similar equipment and/or services to replace those provided hereunder for one year following the Date of Termination. Non-State Agency may exercise such right to terminate upon delivery to Contractor of a thirty (30) calendar days' prior written notice setting forth the reason for termination and within thirty (30) calendar days following the delivery of such written notice, Non-State Agency shall provide Contractor a legal opinion of counsel that no funds have been appropriated or otherwise made available for payments due under this Authorization to Order or that Non-State Agency is ineligible to receive universal service discounts under the Contract and funds have not been made available for the acquisition of substantially similarly equipment and/or services to replace those provided hereunder.

13. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:	Contractor:
	AT&T
(address)	610 Sequoia Pacific Blvd.
	Sacramento, CA 95814
Attn:	Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives

SBC Global Services, Inc. dba AT&T Global Services:	(Customer):
_____	_____
By:	By:
_____	_____
Title:	Title:
_____	_____
Date Signed:	Date Signed:
_____	_____

Approved By:
Department of Technology Services,
Statewide Telecommunications and Network Division

By: _____

Title: _____

Date Signed: _____

I. Services

Selected Services	Voice Services - Core Services Products	Customer Initials
☐	**Bus Access Lines**	
☐	**Central Office Exchange Basic Services** (Centrex)	
☐	**Central Office Trunk Services** (SuperTrunk/PBX/DID)	
☐	**Locally Based Automatic Call Distribution (ACD)** (Available Option w/C2 Centrex)	
☐	**Interactive Voice Response (IVR)**	
☐	**Specialized Call Routing (Call Router)**	
☐	**Computer Telephone Integration (CTI)** (Compucall)	
☐	**Voice Mail Services** (Available Option w/C2 Exchange Svcs)	
Selected Services	**Data Services - Core Services Products**	**Customer Initials**
☐	**Data Transmission Services** (Analog Service, Carrier DS0 (ADN),Carrier DS1 (Hicap/T1),Carrier DS3)	
☐ [Insert type of service in form field next to check box]	**Gigabit Ethernet Metropolitan Area Network (MAN)** (GigaMAN, MON, OPT-E-MAN, CSME,EPLS-WAN, ESS-MAN)	
☐	**Multi Protocol Label Switching (MPLS)** (AVPN, Network Based Firewall, ANIRA)	
☐	**Synchronous Optical Network (SONET)** (Point-Point SONET, Ethernet-over SONET, SONET Ring ICB)	
☐	**ISDN (BRI)**	
☐	**ISDN (PRI)** (PBX/DID)	
☐	**Switched 56/Switched Digital Services (SDS)**	
☐	**Frame Relay & ATM** (Managed or Non Managed)	
☐	**Internet**	
☐	**DSL** Agency Hosted (DSL)	
☐	**DSL** DSL Virtual Private Network (AVPN, Network Based Firewall, ANIRA)	
☐	**Enhanced Centrex VDNA**	
Included Services	**Other Services - Core Services Products**	**Automatic Coverage**
	IntraLATA Calling (Local Usage Zone 1 - 3) **(Included on C2 Exchange Services)**	
	Bldg. Wiring Services **(Automatic Service Coverage on C2 Svcs)** Jacks/Wiring Inside Wire Repair Plan(Voice)(If subscribed to) Inside Wire Repair Plan(Data)(If subscribed to)	

* The minimum volume for each ordered Service shall be 85% of Customer's highest volume with Contractor over the preceding twelve (12) months or as otherwise agreed by the parties. In the event Customer orders a Service for which Contractor has no direct history with Customer, the parties will meet to review other relevant usage history and Customer's business projections to establish a mutually agreed upon initial minimum volume for the Service that will be subject to the adjustment after the initial twelve (12) month period to establish a revised minimum volume that is consistent with the first sentence in this paragraph. See Attachment 2 attached hereto for specific CALNET costs used to establish the Annual TBR Commitment identified in Paragraph 3 of the ATO.

II. ADDITIONAL TERMS AND CONDITIONS

1. The parties acknowledge that the following provisions in the CALNET 2 Agreement (CALNET 2) grant the State certain administrative and oversight rights and responsibilities under CALNET 2 that do not apply to the Non-State Agency purchasing under CALNET 2. To the extent that any such Section identified below also contains a specific service obligation on the part of Contractor, Contractor will comply with that service obligation in provisioning relevant Service(s) under CALNET 2 to the Non-State Agency. For example, Section 28 deals with Contract Modifications. The negotiation of new contract provisions is an administrative/oversight function that applies solely to the State. To the extent, however, that CALNET 2 is modified pursuant to Section 28, any change that affects CALNET 2 Services will apply to Services that the Non-State Agency receives under CALNET 2. The Sections granting the State exclusive administrative and oversight rights are as follows: 2.a & c. 9,13, 19, 28, 34.a, 50, 52.b – f, 57, 60, 61, 66, 68, 69, 70, 78, 80, 83, 84, 85, and 88 (hereinafter "Inapplicable Provisions").

The parties further acknowledge that the following CALNET 2 provisions represent unique obligations that Contractor agreed to with respect to the State of California, but which obligations do not apply, except to the degree expressly set forth below, to the Non-State Agency purchasing under CALNET 2. The following Sections also represent "Inapplicable Provisions": Section 15.e (Contractor warrants that CALNET 2 provided equipment, networks and software will successfully interface with industry standard Non-State Agency systems and applications), Section 33 (Contractor agrees to allow the Non-State Agency audit rights consistent with industry standards), Section 34.b (ii and iii) (Contractor will work with the Non-State Agency consistent with each subsection but can only commit to meet and confer within a reasonable time period rather than the referenced five day period), 72, 76 (Contractor will establish reasonable Transition-In Plan to accomplish a smooth transition), 77(Contractor will establish reasonable Transition-Out Plan to accomplish a smooth transition), and 82 (Contractor may hire subcontractors without the Non-State Agency's consent [sentences 1, 2, 4 and 5], however all other provisions of this subsection [sentences 3, 6, 7, 8 and 9] shall be applicable to the Non-State Agency).

For purposes of this Authorization to Order, except for the Inapplicable Provisions, all references to the State in CALNET 2 shall mean the Non-State Agency and the Non-State Agency shall have all the rights and remedies available to the State under the CALNET 2. All references to State managers or State departments will be construed to refer to the comparable Non-State Agency manager or Non-State Agency department as appropriate and applicable.

2. In the event that a Non-State Agency department, as a result of a formal restructuring of the Non-State Agency 's governmental structure, obtains the authority as an entity separate and distinct from the Non-State Agency to make and be financially responsible for its own procurement decisions, and Non-State agency provides satisfactory documentation of such restructuring to Contractor, then such department shall not be obligated to procure telecommunications services and/or products out of the Contract. In the event such a department elects not to procure telecommunications services and/or products out of the Contract, Contractor shall, at Non-State Agency's request, recalculate on a going forward basis the Annual TBR Commitment based on the remaining portion of the Non-State Agency's Services to be provided under this ATO.

USOC Description	USOC	USOC Quantity	USOC Rate	Product Revenue
MONTHLY TOTAL BILLED REVENUE (TBR)				

MONTHLY TBR COMMITMENT ESTABLISHED AT 85% OF THE MONTHLY TBR
ANNUAL TBR Commitment (MONTHLY TBR COMMITMENT MULTIPLIED BY 12)