

Addendum 1

Long Distance Service

This Addendum No. 1 ("Addendum") to the Voice Network Services Agreement (the "Master Agreement") with Customer is entered into between Customer and AT&T Global Services on behalf of AT&T Corp.

1. Service

- 1.1. AT&T will provide the AT&T Services to Customer as identified in the applicable Pricing Schedules.
- 1.2. The pricing, service descriptions and other provisions relating to the Services will be as set forth in:
 - 1.2.1. This Addendum;
 - 1.2.2. The Pricing Schedules;
 - 1.2.3. The Master Agreement; and,
 - 1.2.4. The appropriate section of the Service Guide or the Applicable Tariffs.
- 1.3. This Addendum shall remain in effect until no Service Component remains in service.

2. Definitions

- 2.1. **Applicable Tariffs** consist of the standard AT&T service descriptions, pricing and other provisions filed by AT&T or any of its Affiliates with the appropriate regulatory commission having jurisdiction respecting a Service, as revised from time to time. In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding applicable provisions of the Service Guide.
- 2.2. **AT&T Software** means all Software other than Third-Party Software.
- 2.3. **Effective Date** of the Pricing Schedules shall be July 1, 2006. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.
- 2.4. **Pricing Schedule** means a pricing schedule to this Addendum, either appended hereto or subsequently signed by the parties referencing this Addendum.
- 2.5. **Pricing Schedule Term** means the period of time stated in the applicable Pricing Schedule.
- 2.6. **Service** means collectively all of the Service Components Customer orders under a Pricing Schedule.

- 2.7. **Service Guide** means the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Services offered under this Addendum (if there is no Applicable Tariff). The Service Guide is located at <http://www.new.serviceguide.att.com/>.
- 2.8. **Software** means all software and associated written and electronic documentation and data licensed by AT&T to Customer in connection with a Service. Software does not include software that is not furnished to Customer.
- 2.9. **Service Component** means the individual components of a Service that Customer orders under a Pricing Schedule.
- 2.10. **Site** means a Customer physical location, including a Customer co-location space on AT&T premises, where AT&T installs or provides a Service.
- 2.11. **Third-Party Software** means Software that AT&T licenses from a third party.
- 2.12. **Termination Charges** means the charges identified in Section 3.3 below, payable by Customer in certain termination circumstances.

3. Termination

- 3.1. If a Service or a Service Component is terminated, Customer must pay all charges incurred as of the effective date of termination.
- 3.2. If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.
- 3.3. If Customer terminates a Service Component other than as set out under Section 3.2 above, or AT&T terminates a Service or a Service Component for material breach, Customer must pay:
 - 3.3.1. Any credits, waived charges or unpaid amortized charges if the Service Component is terminated prior to the end of an applicable minimum retention period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs);
 - 3.3.2. Any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

4. Pricing

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

- 4.2. Discounts - The discounts set forth or referenced in a Pricing Schedule are the only discounts applicable to the Services and will be applied to the applicable rates and charges in the manner and to the extent specified in the applicable sections of the Service Guide or the Applicable Tariffs.
- 4.3. Promotions/Credits/Waivers - Customer is eligible only for promotions, credits or waivers identified in the applicable Pricing Schedule. Unless otherwise stated in the applicable Pricing Schedule, any additional promotions, credits or waivers set out in the Service Guide or an Applicable Tariff will not apply.
- 4.4. Charges - Regardless of any stabilization of rates or charges that may appear in this Addendum, AT&T reserves the right to increase charges as a result of expenses incurred by AT&T relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E911 and deaf relay charges).

5. Commission Jurisdiction

For the purpose of any directives from a regulatory commission having jurisdiction over the Services provided under a Pricing Schedule, each such Pricing Schedule under which such Services are provided will be deemed to be a separate agreement with respect to such Services offered in a particular jurisdiction.

6. Software

- 6.1. AT&T grants the Customer a personal, non-transferable and non-exclusive license (without the right to sublicense) to use Software, in object code form, solely in connection with the Service(s) for which the Software is provided and solely in accordance with applicable written and electronic documentation. Customer shall refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the object code of the Software. The Software shall at all times remain the sole and exclusive property of AT&T or its suppliers.
- 6.2. Customer shall not copy or download AT&T Software, except that Customer shall be permitted to make two (2) copies of AT&T Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original AT&T Software.
- 6.3. To the extent that use of Software by a user is required for the use of a Service, Customer Users may use the Software licensed to Customer under this Addendum for that purpose. Customer shall assure that Customer Users comply with the terms and conditions of this Section 6.
- 6.4. The term of the license granted hereunder shall be coterminous with the term of the related Services.

- 6.5. Customer agrees to comply with the terms and conditions that are provided with any Third-Party Software and, in the event of a conflict, such Third-Party terms and conditions will take precedence over this Addendum as to such Third-Party Software. AT&T will pass through to Customer any warranties available from its Third-Party Software suppliers to the extent that AT&T is permitted to do so under its contracts with those suppliers.
- 6.6. AT&T warrants that all AT&T Software shall perform substantially in accordance with its applicable published specifications for the term of the license that covers the AT&T Software. If AT&T Software does not comply with this warranty, then as its exclusive remedy, Customer may return to AT&T, such noncompliant AT&T Software. AT&T, at its option, shall either repair or replace the portion of AT&T Software that does not comply or refund any amount Customer prepaid for the time periods following return of such failed or defective AT&T Software to AT&T. This warranty shall apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by Customer or Users.

7. Contract Documents

It is AT&T's intention that the final contract to be executed between AT&T and Customer shall include the applicable Service Order Attachment and Service Guides for the AT&T Services being provided by AT&T. AT&T will provide a printed copy of the Service Guide at the signing of the contract. The Service Guides are available on the Web at <http://www.new.serviceguide.att.com> and may be revised by AT&T from time to time. The URL provides for the latest revisions (within 30 days) to the Service Guides. AT&T will notify Customer at the e-mail address specified by the Customer of any revisions. In the event that AT&T revises a Service Guide in a manner that is material and adverse to Customer, and AT&T does not initiate a contract amendment to remedy such material and adverse effect within thirty (30) days after receipt of written notice from Customer, then Customer may, as a remedy, elect to terminate the affected Service on thirty (30) days written notice to AT&T given no later than one hundred twenty (120) days after Customer first learns of the event(s) giving rise to the termination right. In the alternative, if Customer does not elect to terminate the service, Customer may choose to retain the service, as it existed prior to the material and adverse Service Guide revisions, unless the continued provision by AT&T of the service would be inconsistent with Federal or State laws or regulations. Further, the continued retention of the services could result in the imposition of additional terms and conditions that may be imposed by other carriers that affect the service. However, a revision to an AT&T Service Guide shall not be considered material and adverse to Customer if it changes rates and charges that are not fixed in this Agreement.

8. OneNet Outbound Voice Service Interruption Credit

- 8.1. In addition to any other credit allowances for Service interruptions provided in the applicable AT&T Service Guide, Customer shall be eligible for a credit

interruption allowance for the direct dial outbound voice services comprising the AT&T SDN One Net Service where the interruption to the direct dial outbound voice service affects 20% or more of Customer's Centrex stations provisioned at any one of the State of Wisconsin's 41 Major Centrex Site locations which is identified in Table 1.2 and is defined herein as a location that has dedicated access (DS1 or DS3) provided by AT&T to the State Telephone System (STS). These locations are also commonly called Message Centers by the Customer and Nodal Sites by AT&T. Section 8.1 deals exclusively with the AT&T SDN One Net Service and this does not include the dedicated access (DS1 or DS 3). The Service Interruption Credit for the dedicated access is in Section 8.2. Each Major Centrex Site shall be referred to in this Section 8 as a "Location". Notwithstanding the foregoing requirement that 20% or more of the Centrex stations at a Location must be impacted before this credit interruption allowance will apply, if the interruption to the direct dial outbound voice service occurs at the Spring Street, Madison, WI Location, only 10% or more of Customer's Centrex stations at that Location must be impacted. The number of Centrex stations at each Location shall be determined with reference to AT&T's billing data list. The credit interruption allowance shall be computed as follows:

- 8.1.1. Over 4 but less than 12 hours of interruption, a billing credit per incident per Location of \$2,500 or 33% of the average monthly SDN One Net Service direct dial outbound voice billing through that Centrex site, whichever is less;
 - 8.1.2. Twelve (12) or more but less than 24 hours of interruption, a billing credit per incident per Location of \$10,000 or 66% of the average monthly SDN One Net Service direct dial outbound voice billing through that Centrex site, whichever is less;
 - 8.1.3. Twenty four (24) or more but less than 48 hours of interruption, a billing credit per incident per Location of \$20,000 or one month of the average monthly SDN One Net Service direct dial outbound voice billing through that Centrex site, whichever is less;
 - 8.1.4. For 48 hours or more of interruption, the 24 to 48 hour billing credit listed above, per incident per Location, and an additional per day billing credit of \$10,000 until the Service is operative or 66% of the average monthly SDN One Net Service direct dial outbound voice billing through that Centrex site, whichever is less.
- 8.2. For Customers who connect T1.5 Local Channel Service to SDN OneNet Service, an interruption allowance will be made for each reported interruption on a Nodal T1.5 Service, in accordance with the table below. If more than one interruption is reported in a given month, each subsequent interruption is considered independently in calculating total credits for that channel on the following month's bill. However, the cumulative credit allowances may not exceed 100 percent in a given month. Credit may not be carried over to subsequent months. The Customer's discounted recurring charges for the local

channel in the month that the interruption occurs will be the basis for calculation of the credit allowance for that month. Discounts due to pricing plans will be applied prior to the application of credit allowances.

Table 1.1 – Credits for T1.5 Local Channel Service to SDN OneNet Service

Length of Interruption	Credit per Interruption
1 Minute up to, but not including, 1 hour	5.0%
1 Hour up to, but not including, 2 hours	10.0%
2 Hours up to, but not including, 3 hours	15.0%
3 Hours up to, but not including, 4 hours	20.0%
4 Hours up to, but not including, 5 hours	25.0%
5 Hours up to, but not including, 6 hours	30.0%
6 Hours up to, but not including, 7 hours	35.0%
7 Hours up to, but not including, 8 hours	40.0%
8 Hours up to, but not including, 9 hours	45.0%
Over 9 Hours	50.0%

- 8.3. This credit interruption allowance and any credits provided under the applicable Service Guide shall be Customer’s sole and exclusive remedy in the event of a Service interruption of the type described above. This credit interruption allowance shall otherwise be subject to the provisions dealing with Credit Allowances for Interruptions found in the General Terms and Conditions Section of the applicable AT&T Service Guide, including the provisions dealing with “When Credit Allowances Do Not Apply”.
- 8.4. Customer shall not be eligible to receive the above credit interruption allowance for more than three (3) unrelated incidents of such Service interruptions per Major Centrex Site per month.
- 8.5. This credit allowance shall be applied to Customer’s bill no later than the second full billing month after Customer has reported the Service interruption incident to AT&T.
- 8.6. The parties acknowledge that problems in the Services could arise from service interruptions associated with services from other Addenda in the Master Agreement. Service interruptions under this Addendum that result from service interruptions caused by other Services under the Agreement shall only be applicable pursuant to the Service Schedule responsible for the Service Interruption.
- 8.7. Under no circumstance shall a Significant Service Interruption Credit be applied under multiple Schedules for a common service interruption. The

Customer reserves the right to add or delete Major Centrex Site Locations from Table 1.2.

Table 1.2 - Major Centrex Site Locations in Wisconsin

Location	C O Type	NPA – NXX	Lines
Appleton	5ESS	920-832	400
Ashland	DMS	715-682	75
Baraboo	EWSD	608-356	60
Beloit	EWSD	608-363	500
Eau Claire	DMS	715-836	4,700
Fond du Lac	DMS	920-929	420
Green Bay	5ESS	920-391	1,650
Green Bay	5ESS	920-448	370
Green Bay	5ESS	920-492	430
Janesville	5ESS	608-758	270
Kenosha	EWSD	262-653	3,000
Kenosha	5ESS	262-595	1,000
Kenosha	EWSD	262-597	300
Kenosha	5ESS	262-942	2,000
La Crosse	DMS	608-781	3,430
Madison	DMS	608-273	460
Madison	EWSD	608-242	2,050
Madison	EWSD	608-221	780
Madison	5ESS	608-266	45,100
Madison	DMS	608-231	300
Manitowoc	EWSD	920-683	100
Menomonie	DMS	715-232	3,000
Milwaukee	5ESS	414-266	500
Milwaukee	DMS	414-220	1,700
Milwaukee	5ESS	414-229	5,400
Milwaukee	DMS	414-438	770
Milwaukee	DMS	414-263	400
Neenah	DMS	920-729	70
Oshkosh	5ESS	920-424	4,300
Platteville	GTD-5	608-342	2,000
Racine	5ESS	262-638	120
Rhineland	DMS	715-365	400
River Falls	DMS	715-425	1,850
Sheboygan	EWSD	920-459	175
Stevens Point	DMS	715-345	2,500
Sturtevant	EWSD	262-884	175
Superior	DMS	715-392	275
Waukesha	DMS	262-548	1,000
West Bend	5ESS	262-338	150
Whitewater	5ESS	262-472	3,800
Wisconsin Rapids	DMS	715-721	1,000

9. Attachments

The following are incorporated and made a part of this Addendum:

- Schedule A – AT&T SDN OneNet Service Pricing Schedule
- Schedule B – AT&T Intrastate Services Pricing Schedule

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Addendum as of the last date written below.

The State of Wisconsin Department of
Administration

AT&T Global Services, on behalf of
Wisconsin Bell, Inc.

By: *Gina Frank-Reece*

By: *Steve Mitchell*

Printed
Name: *Gina Frank-Reece*

Printed
Name: *Steve Mitchell*

Title: *Deputy Secretary*

Title: *VP - GEM*

Date: *6-26-06*

Date: *6/1/06*