

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 Pages

AGREEMENT NUMBER <b>5-06-58-21</b> <b>(DTS 06E1391)</b>	AMENDMENT NUMBER <b>10</b>
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:  
 STATE AGENCY'S NAME  
California Department of Technology

CONTRACTOR'S NAME  
SBC Global Services, Inc. d/b/a AT&T Global Services

2. The term of this Agreement is 1/30/2007 through 1/29/2018

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:

This amendment shall extend the CALNET 2 – MSA 2 Contract between the State of California and AT&T for a period of two (2) years.

Original Term: 01/30/2007 – 01/29/2016  
 New Term: 01/30/2007 – 01/29/2018

This amendment incorporates the following changes:

1. CALNET 2 services will only be available for those services that are not available on CALNET 3.
  - a. CALNET 2 services that become available on CALNET 3 following January 29, 2016, will continue to be available under CALNET 2 for a reasonable transition period to be determined and mutually agreed upon by the State and AT&T.
  - b. Per Exhibit A-2, Section 8, the Contractor and the State have the ability to amend the terms and conditions of the Contract, thereby effecting the terms of existing Authorizations to Order (ATO). As such, after January 29, 2016, CALNET 2 services currently available on CALNET 3 are no longer available to existing CALNET 2 ATO customers receiving these services as these services are no longer valid offerings on any existing ATO agreement. The expiration of these services is consistent with AT&T's and the CALNET Programs' previous communications provided to these ATO customers.

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

<b>CONTRACTOR</b>		CALIFORNIA DEPARTMENT OF TECHNOLOGY USE ONLY  <i>Approved          Boy floor          29 Jan 2016</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>SBC Global Services, Inc. d/b/a AT&amp;T Global Services</u>		
BY (Authorized Signature) <i>Mark Roese</i>	DATE SIGNED (Do not type) <u>1-28-2016</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Mark Roese Sales Center Vice President</u>		
ADDRESS <u>2700 Watt Ave., Rm 4022, Sacramento, CA 95821</u>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <u>California Department of Technology</u>		
BY (Authorized Signature) <i>Barbara Garrett</i>	DATE SIGNED (Do not type) <u>1/28/2016</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Barbara Garrett, Deputy Director, Office of Technology Services – STND</u>		
ADDRESS <u>P.O. Box 1810, MS Y-13, Rancho Cordova, CA 95741-1810</u>		

Exempt per:

- i. See amended attachment Exhibit A-2 for use with new ATOs executed subsequent to January 29, 2016.
  - ii. Notwithstanding Subsection “b” immediately above, AT&T shall have the right to continue providing CALNET 2 services available on CALNET 3 for a limited transition period through June 30, 2016, in order to allow CALNET 2 customers to transition to CALNET 3 or to another serving arrangement.
  - c. CALNET 2 Cable and Wire Services:
    - i. No new Cable and Wire Service orders may be submitted or accepted after January 29, 2017.
    - ii. Implementation and invoicing of all cable and wire services must be completed by January 29, 2018. AT&T reserves the right to refuse an order if AT&T reasonably determines that implementation and invoicing cannot be completed by January 29, 2018.
    - iii. The continued availability of CALNET 2 cable and wire services is contingent on AT&T being able to extend any relevant subcontracting agreements supporting a particular service. In the event that AT&T is not able to reach an acceptable extension arrangement with an existing or new subcontractor within 120 days of execution of MSA 2 (Amendment 10), AT&T shall have the right to remove the CALNET 2 Cable and Wire services via amendment.
  - d. CALNET 2 Network Based NextGen Emergency Routing Services:
    - i. Implementation and invoicing of all CALNET 2 Network Based NextGen Emergency Routing Service must be completed by January 29, 2018. AT&T reserves the right to refuse an order if AT&T reasonably determines that implementation and invoicing cannot be completed by January 29, 2018 with concurrence from the State.
  - e. CALNET 2 Customer Premise Equipment (CPE) and Other Equipment:
    - i. Equipment shall be ordered, no later than July 30, 2017 with a shipping schedule/customer receipt and the invoice date being on or before January 29, 2018. AT&T reserves the right to refuse an order if AT&T reasonably determines that implementation and invoicing cannot be completed by January 29, 2018.
    - ii. Equipment maintenance must be paid no later than January 29, 2018.
    - iii. Title to purchased equipment shall reside with the ordering agency.
2. CALNET 2 services may be ordered on a stand-alone basis or in conjunction with services that a customer is or will be receiving under CALNET 3.
  3. The disentanglement rights and obligations set forth in CALNET 2 shall expire as of January 29, 2018.
  4. AT&T's SLA and Reporting obligations under CALNET 2 during the extension period shall be limited to the CALNET 2 services actually being provided to customers.
  5. AT&T's Benchmarking obligations under CALNET 2 during the extension period shall be limited to the CALNET 2 services actually being provided to customers.

**All other terms and conditions shall remain the same.**