

EXHIBIT A-2
AUTHORIZATION TO ORDER UNDER STATE CONTRACT

Verizon Business ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") Module 3 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 solely as set forth in the Contract ("Service(s)").

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 <http://www.otech.ca.gov/stnd/calnet-II/calnetII.asp>.

_____ ("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 Office of Technology Services, Statewide Telecommunications and Network Division (OTech/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 OTech/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

6. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like 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.
7. 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 OTech/STND for review and approval.
8. The OTech/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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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).
14. 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 services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
15. 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:

Address:

Attn: _____

Contractor:

Verizon Business

Address:

11080 White Rock Road

Suite 200

Rancho Cordova, CA 95670

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

Contractor:

By:

Title:

Date Signed:

Non-State Agency:

By:

Title:

Date Signed:

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

By: _____

Title: _____

Date Signed: _____



CALNET 2 Authorization to Order (ATO)

MSA 3 - Contract ID 5-06-58-22

Exhibit A-2, Attachment 1

Services Selected	Voice Over IP (VOIP) Services	Customer Initials
	Hosted Standalone IP Telephony Business Line Service	
	IP Phone Hardware CPE	
	Hosted Standalone Standalone IP Telephony Voicemail Service	
	IP Audio Conferencing Services	
Services Selected	Converged Services - VOIP	Customer Initials
	Converged Services, IP Telephony Business Line Services	
	IP Phone Hardware CPE	
	Converged Services, IP Telephony Voicemail Services	
	IP Audio Conferencing Services	
Services Selected	Converged Services - IP Transport	Customer Initials
	IP and Network IP Transport Services	
	IP and Network IP Transport Services - Security Services	
	Internet Dedicated Access (IDA) Transport Services	
	IP Flexible T1 Services	
Services Selected	Converged Services - Required Premise Equipment	Customer Initials
	Converged Services, Customer Premise Equipment (CPE)	
Services Selected	IP Contact Center Services	Customer Initials
	Converged IP Network Based Automatic Call Distribution (ACD) Services	
	Virtual Contact Center (VCC) Services	
	IP Network Based ACD Agent Package	
	IP Network Based ACD Supervisor Package	
	IP Network Based ACD System Administrator's Software Package	
	IP Network Based Interactive Voice Response (IVR) Service	
	IP Network Based Specialized Call Routing (SCR) Service	
	IP Network Based Computer Telephone Integrated (CTI) Service	
	Contact Center Consulting Services	
Services Selected	Other IP Services	Customer Initials
	IP Network Based Managed IP Video Conference Service	
	Unified Messaging	
Services Selected	Wiring and Support Services	Customer Initials
	Low Voltage Simple Wiring Services, Services Entrance, and Extended Termination	
	Station Wiring	
	Inside Wiring Services	
	Services Related Hourly Support	