

**AMENDED
MASTER AGREEMENT**

Number 112306

between

Apple Computer, Inc., a California corporation

and

AT&T Corp., a New York corporation

Originally executed on July 3, 2002

Amended on December 16, 2005



Index

1. Amendment #3 to General Terms and Conditions

Service Order Attachments (SOAs):

2. OneNet Voice and Data Services (SOA #1)
3. AT&T Asynchronous Transfer Mode Service (SOA #2)
4. AT&T North American Voice Service (SOA #4)
5. AT&T Managed Internet Services (SOA #5)
6. AT&T (MultiState) Intrastate Agreement (SOA #8)
7. AT&T Global Managed Internet Services (SOA #18)
8. AT&T Local Prime Services (SOA #19)
9. AT&T CCCGE/AT&T Worldwide Calling Card (SOA #25)



AMENDMENT 3 TO MASTER AGREEMENT

**Between
AT&T Corp.
and
Apple Computer, Inc.**

1. The Master Agreement between AT&T Corp. ("AT&T") and Apple Computer, Inc. ("Apple"), dated July 3, 2002 and amended and restated on July 9, 2004 (the "Master Agreement"), is hereby further amended as follows:

a. The expiration dates of the Service Order Attachments listed in the following table are hereby amended to expire concurrently with the OneNet Attachment on December 16, 2008.

Table 1

Service Order Attachment	Description
11	OC3 Local Channel Service (Elk Grove)
12	AT&T Administered Authorization Codes/Network Remote Access Option II
13	AT&T Enhanced Announcement Services
14	Local Services Private Line (Microwave Service)
16	Global Inbound Service
20	AT&T Enhanced Transport Service (ETS)
21	AT&T VoicePort Service
22	AT&T Intelligent Content Distribution Services

2. The Service Order Attachments ("SOAs") listed in the following table and which are attached hereto amend the correspondingly numbered SOAs which were previously attached to the Master Agreement.

Service Order Attachment	Description
1	AT&T OneNet Services
2	AT&T ATM Services
4	AT&T North American Voice Service (NAVS)
5	AT&T Managed Internet Services (MIS)
8	AT&T MultiState / Intrastate Services
18	AT&T Global Managed Internet Services (GMIS)
19	AT&T Local Prime Services
25	AT&T CCCGE/AT&T Worldwide Calling Card

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2. Attachments 3 and 24 have expired.
3. This Amendment is effective when signed by AT&T and Apple.
4. All other terms and conditions of the Master Agreement shall remain unchanged.

Agreed:
APPLE COMPUTER INC.

By: 

Title: CIO

Date: 12/20/05

By: 

Title: Nagy M. Gad

Date: 12/21/05

Sr. Manager
America's Corporate Procurement
Apple Computer, Inc.

Agreed:
AT&T CORP.

By: 

Title: Director of Sales

Date: December 16, 2005



AT&T MA Reference No. 112306

**AMENDMENT 1 TO Service Order Attachment 8
AT&T INTRASTATE SERVICES SERVICE ORDER ATTACHMENT**

The AT&T Intrastate Services Service Order Attachment between AT&T Corp. ("AT&T") and **Apple Computer** ("Customer"), dated July 9, 2004 (the "Attachment"), is hereby amended as follows:

1. This Amendment replaces all existing State Schedules and rates listed with the attached list of State Schedules and adds Schedule 33 for the State of Delaware to the Attachment:

Schedule 1 A – State of Arizona
Schedule 2 A - State of California
Schedule 3 A - State of Colorado
Schedule 4 A - State of Connecticut
Schedule 5 A – State of Florida
Schedule 6 A – State of Georgia
Schedule 7 A – State of Hawaii
Schedule 8 A – State of Iowa
Schedule 9 A – State of Illinois
Schedule 10 A – State of Indiana
Schedule 11 A – State of Kansas
Schedule 12 A – Commonwealth of Kentucky
Schedule 13 A – Commonwealth of Massachusetts
Schedule 14 A – State of Maryland
Schedule 15 A – State of Maine
Schedule 16 A – State of Michigan
Schedule 17 A – State of Minnesota
Schedule 18 A – State of North Carolina
Schedule 19 A – State of North Dakota
Schedule 20 A – State of Nebraska
Schedule 21 A – State New Hampshire
Schedule 22 A – State of New Jersey
Schedule 23 A – State of New York
Schedule 24 A – State of Ohio
Schedule 25 A – State of Oregon
Schedule 26 A – Commonwealth of Pennsylvania
Schedule 27 A – State of Tennessee
Schedule 28 A – State of Texas
Schedule 29 A – State of Utah
Schedule 30 A – Commonwealth of Virginia
Schedule 31 A – State of Washington
Schedule 32 A – State of Wisconsin
Schedule 33 - State of Delaware is added

3. This Amendment shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with the Commission's rules and regulations ("Effective Date").

4. All other terms and conditions of the Attachment shall remain unchanged.

CM/PB2005:10:21V1
 CM/PB2005:10:24V2
 CM/PB2005:12:01V3
 CM/PB2005:12:15V4
 Amend 1 V4

**AT&T and Customer Proprietary
 AT&T Intrastate Service**



AT&T MA Reference No. 112306

**SCHEDULE 12 A
TO
AT&T INTRASTATE SERVICE ORDER ATTACHMENT
BETWEEN
APPLE COMPUTER
AND
AT&T CORP.**

Commonwealth of Kentucky

1. Service Provided - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC, Kentucky Custom Network Services Tariff, as changed from time to time, except as specifically stated in this Attachment.

AT&T SDN OneNet® ("OneNet")

A. The Intrastate OneNet usage rates shall be:

	Initial 18 Seconds	Each Addl' 6 Seconds of Fraction
IntraLATA Schedule A	\$ 0.0366	\$ 0.0122
InterLATA Schedule A	\$ 0.0366	\$ 0.0122

The above usage rates are stabilized for the Term of the Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. Minimum Commitment
None for Services Provided.

CM/PB2005:10:21V1
CM/PB2005:10:24V2
CM/PB2005:12:01V3
CM/PB2005:12:15V4
Amend 1 V4

**AT&T and Customer Proprietary
AT&T Intrastate Service**

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Contract ID: 2057091

AT&T MA Reference No. 5621

AT&T LOCAL SWITCHED SERVICES Pricing Schedule

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity) ("AT&T")	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact
Avnet, Inc.	AT&T Corp.	Name Carri Miller
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address 30 South McKemy Avenue City Chandler State / Province AZ Country USA Domestic / International / Zip Code 85226	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	Street Address 1355 W. University Dr. City Mesa State / Province AZ Country USA Domestic / International / Zip Code 85201 Fax 480-824-0744 Email hoyt@att.com Sales/Branch Manager Maria Hoyt SCVP Name Thad Coming
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name Bob Prezkop Title Sr. VP of GIS, EIS Telephone 480-643-6201 Fax 480-643-6565 Email bob.prezkop@avnet.com	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
Street Address 2211 S. 47 th Street City Phoenix State / Province AZ Country USA Domestic / International / Zip Code: 85034		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Rates and discounts for DS0 service (PrimePath Standard Business Lines), and usage transmitted over those lines (PrimePlus and/or PrimeOne service), provided in this contract are applicable to lines provisioned over AT&T facilities. Standard Business Lines provisioned over another carrier's facilities and the associated usage will be billed at the tariffed rates. These rates will be provided prior to the time the lines are ordered.

AGREED:

CUSTOMER: Avnet, Inc

By: *[Signature]*
(Authorized Signature)

(Typed or Printed Name) Pat Jewett

(Title) Sr. V.P.

(Date) 01/18/2006

AGREED:

AT&T Corp. *[Signature]*
By: _____
(Authorized Signature)

(Typed or Printed Name) Lew Wallace

(Title) Group Manager

(Date) 1-20-2006

NJH2005:10:14V1

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Avnet, Inc.
 If this Attachment is not executed by the Customer by 01/30/06, AT&T reserves the right to withdraw this Attachment.

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Master Agreement No. _____

Pricing Schedule for AT&T Local Switched Services

1. SERVICES

PrimeXpress Network Service	PrimePlus-IntraLATA Toll Service
PrimePath Service	Prime Digital Trunk Service
PrimePlex PRI Service	PrimeConnect Service

2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 14
- Tariff filed by Teleport Communications Group, Inc. a wholly owned subsidiary of AT&T

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule
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4. MARC

MARC under this Pricing Schedule	None
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Initial MARC required to exist under another AT&T agreement, MARC Schedule or Pricing Schedule for the rates under this Pricing Schedule to be effective	\$ 4,000,000
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4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEUDLE
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5. DISCOUNTS

Not Applicable

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Tariffed Promotions

6.2 Credits

Amount of Credit	Month of Pricing Schedule Term in which Credit is Paid
None	Not Applicable

6.3 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Installation Charge waivers as set forth in the Applicable Tariff or Service Guide	N/A	12 Months



<p>Avnet, Inc.</p> <p>If this Attachment is not executed by the Customer by 01/30/06, AT&T reserves the right to withdraw this Attachment.</p>	<p>For AT&T Administrative use Only</p> <p style="text-align: right;">Master Agreement No. _____</p>
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Pricing Schedule for AT&T Local Switched Services

7. RATES

7.1. PrimeXpress Network Service

7.1.1. Stand Alone

	Monthly Recurring Charge
Per Trunk	
DOD	\$580.00
Combo	\$580.00
DID/DOD	\$765.00
DID	\$765.00

7.1.2. Provisioned on AT&T ACCU-Ring DS3 facility

	Monthly Recurring Charge
Per Trunk	
DOD	\$505.00
Combo	\$505.00
DID/DOD	\$690.00
DID	\$690.00

7.2. PrimePath Service

7.2.1. Stand Alone

	Monthly Recurring Charge
Standard Business Line-per line	\$29.10
Basic Trunk - per trunk	\$29.10
DID Trunk - per trunk	\$47.30

7.3. PrimePlexPRI Service

7.3.1. Stand Alone

	Monthly Recurring Charge
Voice & Data	
Initial 23B+D	\$745.00
Each add'l 23B+D/24B w/o backup D	\$745.00
23B+ backup D	\$745.00
Data Only	
Initial 23B+D	\$715.00
Each add'l 23B+D/ 24B w/o backup D	\$715.00
23B+ backup D	\$715.00

7.3.2. Provisioned on AT&T ACCU-Ring DS3 facility

	Monthly Recurring Charge
Voice & Data	
Initial 23B+D	\$670.00
Each add'l 23B+D/24B w/o backup D	\$670.00
23B+ backup D	\$670.00
Data Only	
Initial 23B+D	\$640.00
Each add'l 23B+D/ 24B w/o backup D	\$640.00
23B+ backup D	\$640.00

7.4. PrimePlus - IntraLATA Toll Service

Initial 18 Seconds	Each Add'l 6 Seconds
\$0.0270	\$0.0090

7.5. Prime Digital Trunk Service - The following rates are based on the Customer-selected term.

Per DS0	Monthly Recurring Offer Rate
Facility - DOD	\$31.80
Facility - Combo	\$31.80
Facility - DID/DOD	\$50.50
Facility - DID	\$50.50

7.6. PrimeConnect - High Volume Inbound Calling

This option will support a maximum of two rate centers per facility or trunk group within the Company designated service area.

Non Recurring charge - \$1,200.00 per DS1 facility

Per DS1	Monthly Recurring Offer Rate
Stand Along	\$ 895
With ISDN	\$1,040





Contract ID: 2064061

AT&T MA Reference No. 109153

**AT&T INTRASTATE SERVICES
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity ("AT&T"))	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact
Deloitte Services LP	AT&T Corp.	Name Shane Troseth
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address Ten Westport Road City Wilton State / Province CT Country USA Domestic / International / Zip Code	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	Street Address 750 Old Hickory Blvd City Brentwood State / Province TN Country USA Domestic / International / Zip Code 37027 Fax Email stroseth Sales/Branch Manager McMasters SCVP Name Klebonis
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name Michael McMahon Title CPO Telephone Fax Email	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
Street Address City State / Province Country Domestic / International / Zip Code:		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

AGREED:

CUSTOMER: Deloitte Services LP

By:

(Authorized Signature)

Michael McMahon
(Typed or Printed Name)

(Title) Chief Procurement officer

(Date) January 5, 2006

AGREED:

AT&T Corp.

By:

(Authorized Signature)

Bruce D. Heiser
(Typed or Printed Name)

Sales Center Vice President
(Title)

1/18/2006

(Date)

NJH2005:12:08V1
CM/BD2005:12:12V3

AT&T/CUSTOMER PROPRIETARY
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Deloitte Services LP

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If this Attachment is not executed by the Customer by 01/07/2006, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. 109153

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- SDN/OneNet
- Megacom800
- 800 ReadyLine

2. JURISDICTION AND TARIFF REFERENCE

- State Tariff information is located on the summary page of this document

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule
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4. MARC and MTRC

MARC under this Pricing Schedule	None
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Initial MTRC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$3,900,000
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4.1 MTRC ELIGIBLE

MTRC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEUDLE
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. Rates

- See Attached Rate Schedule Page(s)
Rates are provided on the attached rate pages in "cents per minute". The actual billing increments are:

SDN/OneNet	initial 18/additional 6 seconds
Megacom 800	initial 30/additional 1 seconds
800 ReadyLine	initial 30/additional 1 seconds



If this Attachment is not executed by the Customer by 01/07/2006, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. 109153

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)										
Customer Name	Deloitte Services LP									
STATE/ COMMONWEALTH	SDN/OneNet									
	Cents Per Minute									
	Schedules A		Schedules B		Schedules C		Megacom 800		800 ReadyLine	
	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata
Alabama	\$0.1120	\$0.1850	\$0.0790	\$0.1310	\$0.0890	\$0.0540	\$0.0788	\$0.1308	\$0.1118	\$0.1855
Arkansas	\$0.1900	\$0.2050	\$0.1240	\$0.1320	\$0.0600	\$0.0600	\$0.1242	\$0.1317	\$0.1900	\$0.2047
Arizona	\$0.2050	\$0.2050	\$0.1390	\$0.1390	\$0.0600	\$0.0600	\$0.2047	\$0.2047	\$0.1388	\$0.1388
California	\$0.0660	\$0.0920	\$0.0530	\$0.0720	\$0.0540	\$0.0540	\$0.0525	\$0.0723	\$0.0658	\$0.0922
Colorado	\$0.1830	\$0.1830	\$0.1170	\$0.1170	\$0.0600	\$0.0600	\$0.1168	\$0.1168	\$0.1827	\$0.1827
Connecticut	\$0.0860	\$0.0860	\$0.0730	\$0.0730	\$0.0370	\$0.0370	\$0.0725	\$0.0725	\$0.0862	\$0.0862
District of Columbia	\$0.1530	\$0.1530	\$0.1100	\$0.1100	\$0.0600	\$0.0600	\$0.1097	\$0.1097	\$0.1535	\$0.1535
Delaware	\$0.0940	\$0.0940	\$0.0820	\$0.0820	\$0.0480	\$0.0480	\$0.0818	\$0.0818	\$0.0937	\$0.0937
Florida	\$0.1460	\$0.1750	\$0.1240	\$0.1240	\$0.0600	\$0.0600	\$0.1242	\$0.1242	\$0.1462	\$0.1755
Georgia	\$0.1290	\$0.1290	\$0.0820	\$0.0820	\$0.0560	\$0.0560	\$0.0817	\$0.0817	\$0.1292	\$0.1292
Hawaii	\$0.1350	\$0.1350	\$0.1170	\$0.1170	\$0.0500	\$0.0500	\$0.1167	\$0.1167	\$0.1352	\$0.1352
Iowa	\$0.2050	\$0.2580	\$0.1460	\$0.1460	\$0.0600	\$0.0600	\$0.1462	\$0.1462	\$0.2047	\$0.2577
Idaho	\$0.1900	\$0.1900	\$0.1240	\$0.1240	\$0.0600	\$0.0600	\$0.1242	\$0.1242	\$0.1900	\$0.1900
Illinois	\$0.0750	\$0.1220	\$0.0410	\$0.0950	\$0.0560	\$0.0560	\$0.0407	\$0.0952	\$0.0747	\$0.1223
Indiana	\$0.0940	\$0.0940	\$0.0650	\$0.0650	\$0.0410	\$0.0410	\$0.0645	\$0.0645	\$0.0943	\$0.0288
Kansas	\$0.1210	\$0.1210	\$0.0840	\$0.0840	\$0.0430	\$0.0430	\$0.0842	\$0.0842	\$0.1212	\$0.1212
Kentucky	\$0.1230	\$0.1230	\$0.0980	\$0.0980	\$0.0500	\$0.0500	\$0.0982	\$0.0982	\$0.1227	\$0.1227
Louisiana	\$0.0880	\$0.1040	\$0.0710	\$0.0710	\$0.0450	\$0.0450	\$0.0713	\$0.0713	\$0.0877	\$0.1042
Massachusetts	\$0.1050	\$0.1120	\$0.0790	\$0.0920	\$0.0540	\$0.0540	\$0.0788	\$0.0922	\$0.1053	\$0.1118
Maryland	\$0.1120	\$0.1120	\$0.0690	\$0.0800	\$0.0440	\$0.0440	\$0.0693	\$0.0800	\$0.1120	\$0.1120
Maine	\$0.1520	\$0.1520	\$0.0760	\$0.0760	\$0.0480	\$0.0480	\$0.0760	\$0.0760	\$0.1520	\$0.1520
Michigan	\$0.0820	\$0.0820	\$0.0640	\$0.0640	\$0.0400	\$0.0400	\$0.0643	\$0.0643	\$0.0820	\$0.0820
Minnesota	\$0.1830	\$0.1830	\$0.1100	\$0.1100	\$0.0600	\$0.0600	\$0.1097	\$0.1097	\$0.1827	\$0.1827
Mississippi	\$0.1050	\$0.1170	\$0.0890	\$0.0890	\$0.0460	\$0.0460	\$0.0888	\$0.0888	\$0.1055	\$0.1167
Montana	\$0.2120	\$0.2190	\$0.1320	\$0.1320	\$0.0600	\$0.0600	\$0.1317	\$0.1317	\$0.2120	\$0.2193
North Carolina	\$0.1560	\$0.1560	\$0.0990	\$0.1060	\$0.0580	\$0.0580	\$0.0993	\$0.1063	\$0.1560	\$0.1560
North Dakota	\$0.2700	\$0.2700	\$0.1680	\$0.1680	\$0.0600	\$0.0600	\$0.1682	\$0.1682	\$0.2703	\$0.2703
Nebraska	\$0.1180	\$0.1250	\$0.1040	\$0.1040	\$0.0570	\$0.0570	\$0.1042	\$0.1042	\$0.1180	\$0.1248
New Hampshire	\$0.1970	\$0.1970	\$0.0950	\$0.0950	\$0.0560	\$0.0560	\$0.0952	\$0.0952	\$0.1972	\$0.1972
New Jersey	\$0.0990	\$0.0990	\$0.0790	\$0.0790	\$0.0540	\$0.0540	\$0.0788	\$0.0788	\$0.0987	\$0.0987
New Mexico	\$0.2190	\$0.2190	\$0.1480	\$0.1480	\$0.0530	\$0.0530	\$0.1480	\$0.1480	\$0.2187	\$0.2187
Nevada	\$0.1450	\$0.1450	\$0.1050	\$0.1050	\$0.0540	\$0.0540	\$0.1053	\$0.1053	\$0.1447	\$0.1447
New York	\$0.1320	\$0.1320	\$0.0720	\$0.0990	\$0.0540	\$0.0540	\$0.0723	\$0.0987	\$0.1317	\$0.1317
Ohio	\$0.0890	\$0.0890	\$0.0670	\$0.0670	\$0.0370	\$0.0370	\$0.0668	\$0.0668	\$0.0892	\$0.0892
Oklahoma	\$0.1540	\$0.1540	\$0.0970	\$0.0970	\$0.0470	\$0.0470	\$0.0968	\$0.0968	\$0.1540	\$0.1540
Oregon	\$0.1360	\$0.1360	\$0.1020	\$0.1020	\$0.0560	\$0.0560	\$0.1020	\$0.1020	\$0.1360	\$0.1360
Pennsylvania	\$0.1170	\$0.1530	\$0.0800	\$0.1020	\$0.0600	\$0.0600	\$0.0803	\$0.1023	\$0.1168	\$0.1535
Puerto Rico	\$0.2270	\$0.2270	\$0.1390	\$0.1390	\$0.0600	\$0.0600	\$0.1388	\$0.1388	\$0.2265	\$0.2265
Rhode Island	\$0.1600	\$0.1600	\$0.0760	\$0.0760	\$0.0570	\$0.0570	\$0.0763	\$0.0763	\$0.1597	\$0.1597
South Carolina	\$0.1170	\$0.1290	\$0.0920	\$0.1040	\$0.0500	\$0.0500	\$0.0922	\$0.1042	\$0.1187	\$0.1288
South Dakota	\$0.3000	\$0.3000	\$0.1900	\$0.1900	\$0.0600	\$0.0600	\$0.1900	\$0.1900	\$0.2997	\$0.2997
Tennessee	\$0.0820	\$0.1290	\$0.0760	\$0.0820	\$0.0480	\$0.0480	\$0.0760	\$0.0818	\$0.0818	\$0.1287
Texas	\$0.1490	\$0.1490	\$0.0950	\$0.0950	\$0.0560	\$0.0560	\$0.0952	\$0.0952	\$0.1495	\$0.1495

TABLE 28-1288

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OF KENTUCKY

Deloitte Services LP

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If this Attachment is not executed by the Customer by 01/07/2006, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. 109153

Pricing Schedule for AT&T Intrastate Services

Section 7 – Rates (rates not provided will be billed at tariffed rates)										
Customer Name	Deloitte Services LP									
STATE/ COMMONWEALTH	SDN/OneNet									
	Cents Per Minute									
	Schedules A		Schedules B		Schedules C		Megacom 800		800 ReadyLine	
	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata	IntraLata	InterLata
Utah	\$0.1630	\$0.1630	\$0.1090	\$0.1090	\$0.0560	\$0.0560	\$0.1087	\$0.1087	\$0.1632	\$0.1632
Virginia	\$0.1560	\$0.1560	\$0.0950	\$0.0950	\$0.0560	\$0.0560	\$0.0952	\$0.0952	\$0.1563	\$0.1563
Vermont	\$0.1560	\$0.1560	\$0.0920	\$0.0920	\$0.0580	\$0.0580	\$0.0922	\$0.0922	\$0.1560	\$0.1560
Washington	\$0.1770	\$0.1770	\$0.1020	\$0.1020	\$0.0560	\$0.0560	\$0.1020	\$0.1020	\$0.1767	\$0.1767
Wisconsin	\$0.1110	\$0.1290	\$0.1040	\$0.1040	\$0.0500	\$0.0500	\$0.1043	\$0.1043	\$0.1105	\$0.1288
West Virginia	\$0.1770	\$0.1770	\$0.1090	\$0.1090	\$0.0560	\$0.0560	\$0.1087	\$0.1087	\$0.1767	\$0.1767
Wyoming	\$0.1970	\$0.1970	\$0.1320	\$0.1320	\$0.0600	\$0.0600	\$0.1317	\$0.1317	\$0.1973	\$0.1973



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For AT&T Administrative Use Only

If this Attachment is not executed by the Customer by 01/07/2006, AT&T reserves the right to withdraw this Attachment.

Master Agreement No. 104153

Pricing Schedule for AT&T Intrastate Services

AT&T INTRASTATE SERVICES PRICING SCHEDULE INCLUDES PRICING FOR INTRASTATE SERVICES PROVIDED IN THE STATE(S) NOTED BELOW

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Alabama - AT&T Communications of the South Central States, LLC. Alabama Custom Network Services Tariff	Arkansas - AT&T Communications of the Southwest, Inc.. Arkansas Custom Network Service Tariff
Arizona - AT&T Communications of the Mountain States, Inc.. Arizona Telecommunications Services Tariff	California - AT&T Communications of California, Inc.. Custom Network Services Tariff SCHEDULE Cal. P.U.C. NO. B-T
Colorado - AT&T Communications of the Mountain States, Inc.. Custom Network Services Colorado PUC No. 7	Connecticut - AT&T Communications of New England, Inc.. Custom Network Services Tariff D.P.U.C. No. 1
District of Columbia - AT&T Communications of Washington D. C., LLC. Custom Network Services Tariff P.S.C. D.C. No. 4	Delaware - AT&T Communications of Delaware, LLC. Custom Network Service P.S.C. Del.-No. 7
Florida - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - Florida	Georgia - AT&T Communications of the Southern States, LLC. Georgia Custom Network Services Tariff
Hawaii - AT&T Communications of Hawaii, Inc.. A1PL-T	Iowa - AT&T Iowa. Custom Network Services
Idaho - AT&T Communications of the Mountain States, Inc.. Idaho Custom Network Services Tariff	Illinois - AT&T Communications of Illinois, Inc.. Custom Network Service, ILL C.C. No. 9
Indiana - AT&T Communications of Indiana, GP. Tariff I.U.R.C. No. T-1, Custom Network Services	Kansas - AT&T Communications of the Southwest, Inc.. Kansas Custom Network Services
Kentucky - AT&T Communications of the South Central States, LLC. Kentucky Custom Network Services Tariff	Louisiana - AT&T Communications of the South Central States, Inc.. Louisiana Custom Network Services Tariff
Massachusetts - AT&T Communications of New England Inc.. Custom Network Services Tariff D.T.E. - Mass. No. 2	Maryland - AT&T Communications of Maryland, Inc.. Custom Network Services Tariff P.S.C.-Md.-No. 8 - First Revised
Maine - AT&T Communications of New England, Inc.. Maine P.U.C. NO. 2 Custom Network Services	Michigan - AT&T Communications of Michigan. Tariff M.P.S.C. No. 11U, Custom Network Services
Minnesota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff - Minnesota	Mississippi - AT&T Communications of the South Central States, LLC. Mississippi Custom Network Services Tariff
Montana - AT&T Communications of the Mountain States, Inc.. Montana Custom Network Services Tariff	North Carolina - AT&T Communications of the Southern States, LLC. Custom Network Services Tariff C - North Carolina
North Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services Tariff State of North Dakota	Nebraska - AT&T Communications of the Midwest, Inc.. Nebraska Custom Network Services Tariff
New Hampshire - AT&T Communications of New England, Inc.. New Hampshire Custom Network Services Tariff	New Jersey - AT&T Communications of New Jersey, Inc.. Custom Network Services Tariff B.R.C.-N.J.-No.-1
New Mexico - AT&T Communications of the Mountain States, Inc.. New Mexico Custom Network Services Tariff	Nevada - AT&T. Nevada Custom Network Services Price List
New York - AT&T Communications of New York, Inc.. Custom Network Services Tariff P.S.C. No.12 - Telephone	Ohio - AT&T Communications of Ohio, Inc.. Custom Network Services P.U.C.O. No. 5
Oklahoma - AT&T Communications of the Southwest, Inc.. Oklahoma Custom Network Service Price List	Oregon - AT&T Oregon. Custom Network Services
Pennsylvania - AT&T Communications of Pennsylvania, LLC. Custom Network Services Pa. P.U.C.-No. 18	Puerto Rico - AT&T Communications of Puerto Rico, Inc.. Custom Network Services Tariff Intraisland Tariff No. 2
Rhode Island - AT&T Communications of New England, Inc.. Rhode Island Custom Network Service P.U.C. No. 2	South Carolina - AT&T Communications of the Southern States, LLC. South Carolina Custom Network Services Tariff
South Dakota - AT&T Communications of the Midwest, Inc.. Custom Network Services State of South Dakota	Tennessee - AT&T Communications of the South Central States, LLC. Tennessee Custom Network Services Tariff
Texas - AT&T Communications of the Texas, L.P.. Custom Network Services Tariff	Utah - AT&T Communications of the Mountain States, Inc.. Utah Price List Custom Network Services
Virginia - AT&T Communications of Virginia, LLC. Wide Area Telephone Service Tariff S.C.C.-Va.-No. 5	Vermont - AT&T Communications of New England, Inc.. P.S.B. No. 1 Tariff Information
Washington - AT&T Communications of the Pacific Northwest, Inc.. Custom Network Services Schedule 15 Washington Price List	Wisconsin - AT&T Communications of Wisconsin, LP. P.S.C. of W. No. 11 Custom Network Service
West Virginia - AT&T Communications of West Virginia. Custom Network Services Tariff P.S.C.-W.Va.-No.8	Wyoming - AT&T Communications of the Mountain States, Inc.. P.S.C. Wyoming No. 2, Custom Network Services Tariff

NJH2005:12:08V1
CM/BD2005:12:12V2

AT&T/CUSTOMER PROPRIETARY
Page 5 of 5

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Deloitte Services LP

If this Attachment is not executed by the Customer by 01/07/2006, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- AT&T SDN OneNet® ("OneNet")
- MEGACOM® 800 ("Megacom 800")
- 800 READYLINE® ("800 Readyline")

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4, above.

2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 17
- AT&T Communications of the South Central States, LLC
- Kentucky Custom Network Services Tariff

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

4. MARC

MARC under this Pricing Schedule	None

Initial MTRC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 3,900,000

4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE

5. DISCOUNTS

7. RATES

7.1. Intrastate SDN OneNet Usage Rates:

7.1.1. Intrastate SDN OneNet Usage Rates:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule A	\$0.0369	\$0.0123
IntraLata Schedule B	\$0.0294	\$0.0098
IntraLata Schedule C	\$0.0150	\$0.0050
InterLata Schedule A	\$0.0369	\$0.0123
InterLata Schedule B	\$0.0294	\$0.0098
InterLata Schedule C	\$0.0150	\$0.0050

7.1.2. Intrastate Megacom 800 Usage Rates:

Dedicated – Sch B	Rate per Hour
IntraLata	\$5.89
InterLata	\$5.89

7.1.3. Intrastate 800 Readyline Usage Rates:

Switched – Sch A	Rate per Hour
IntraLata	\$7.36
InterLata	\$7.36



**AMENDMENT TO AT&T INTRASTATE SERVICES PRICING SCHEDULE
BETWEEN
AT&T CORP.
AND
DOW JONES AND COMPANY, INC.**

The AT&T Intrastate Services Pricing Schedule between AT&T Corp. ("AT&T") and Dow Jones and Company, Inc. ("Customer"), dated November 21, 2005 (the "Intrastate Agreement"), is hereby amended as set forth below.

1. This Amendment is deleting the following Rate Schedules entirely, due to incorrect rates, which were never implemented:

State of Alabama – Rate Schedule 1	State of North Dakota – Rate Schedule 33
State of Arkansas – Rate Schedule 3	State of Nebraska – Rate Schedule 26
State of Arizona – Rate Schedule 2	State of New Hampshire – Rate Schedule 28
State of Connecticut – Rate Schedule 6	State of New Mexico – Rate Schedule 29
District of Columbia – Rate Schedule 8	State of Nevada – Rate Schedule 27
State of Delaware – Rate Schedule 7	State of Oklahoma – Rate Schedule 36
State of Hawaii – Rate Schedule 11	State of Oregon – Rate Schedule 35
State of Iowa – Rate Schedule 15	Commonwealth of Puerto Rico – Rate Schedule 38
State of Idaho – Rate Schedule 12	State of Rhode Island – Rate Schedule 39
State of Indiana – Rate Schedule 14	State of South Carolina – Rate Schedule 40
State of Kansas – Rate Schedule 16	State of South Dakota – Rate Schedule 41
Commonwealth of Kentucky – Rate Schedule 17	State of Tennessee – Rate Schedule 42
State of Louisiana – Rate Schedule 18	State of Utah – Rate Schedule 44
State of Maine – Rate Schedule 19	Commonwealth of Virginia – Rate Schedule 46
State of Michigan – Rate Schedule 22	State of Vermont – Rate Schedule 45
State of Minnesota – Rate Schedule 23	State of Wisconsin – Rate Schedule 49
State of Mississippi – Rate Schedule 24	State of West Virginia – Rate Schedule 48
State of Montana – Rate Schedule 25	State of Wyoming – Rate Schedule 50

2. Replacing with the following Rate Schedules:

State of Alabama – Rate Schedule 1A	State of North Dakota – Rate Schedule 33A
State of Arkansas – Rate Schedule 3A	State of Nebraska – Rate Schedule 26A
State of Arizona – Rate Schedule 2A	State of New Hampshire – Rate Schedule 28A
State of Connecticut – Rate Schedule 6A	State of New Mexico – Rate Schedule 29A
District of Columbia – Rate Schedule 8A	State of Nevada – Rate Schedule 27A
State of Delaware – Rate Schedule 7A	State of Oklahoma – Rate Schedule 36A
State of Hawaii – Rate Schedule 11A	State of Oregon – Rate Schedule 35A
State of Iowa – Rate Schedule 15A	Commonwealth of Puerto Rico – Rate Schedule 38A
State of Idaho – Rate Schedule 12A	State of Rhode Island – Rate Schedule 39A
State of Indiana – Rate Schedule 14A	State of South Carolina – Rate Schedule 40A
State of Kansas – Rate Schedule 16A	State of South Dakota – Rate Schedule 41A
Commonwealth of Kentucky – Rate Schedule 17A	State of Tennessee – Rate Schedule 42A
State of Louisiana – Rate Schedule 18A	State of Utah – Rate Schedule 44A
State of Maine – Rate Schedule 19A	Commonwealth of Virginia – Rate Schedule 46A
State of Michigan – Rate Schedule 22A	State of Vermont – Rate Schedule 45A
State of Minnesota – Rate Schedule 23A	State of Wisconsin – Rate Schedule 49A
State of Mississippi – Rate Schedule 24A	State of West Virginia – Rate Schedule 48A
State of Montana – Rate Schedule 25A	State of Wyoming – Rate Schedule 50A



- 3. This Amendment shall become effective with respect to Intrastate Services when signed by both parties and any required documentation is filed with the appropriate regulatory body of the state in which the Intrastate Services are to be provided and the Commission, if required, authorizes the rates, charges, terms and conditions agreed upon herein ("Effective Date").
- 4. This Amendment to the Intrastate Agreement (including its pricing schedules and addenda, if any) is an integral part of that Intrastate Agreement. All other terms and conditions applicable to the Intrastate Pricing Schedule remain unchanged.
- 5. Each party, by signing below, acknowledges that it has read, understands and agrees to the provisions of this Amendment. Each individual signing below represents that such individual is duly authorized to sign this Amendment on behalf of the party for whom such individual is signing.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date fully executed below.

CUSTOMER: DOW JONES COMPANY, INC.	AT&T CORP.
By: <u>[Signature]</u> (Authorized Signature)	By: <u>[Signature]</u> (Authorized Signature)
<u>[Name]</u> (Typed or Printed Name)	<u>Lew Wallace</u> (Typed or Printed Name)
<u>[Title]</u> (Title)	<u>Group Manager</u> (Title)
<u>1/19/06</u> (Date)	<u>01/30/2006</u> (Date)



Dow Jones - Intra Fix

If this Attachment is not executed by the Customer by 02/15/2006, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- AT&T SDN OneNet® ("OneNet")
- MEGACOM® 800 ("Megacom 800")
- 800 READYLINE® ("800 Readyline")

2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 17A
- AT&T Communications of the South Central States, LLC
- Kentucky Custom Network Services Tariff

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

4. MARC

MARC under this Pricing Schedule	None

Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 1,000,000

4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE

5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4, above.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. RATES

7.1. Intrastate SDN OneNet Usage Rates:

7.1.1. Intrastate SDN OneNet Usage Rates:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule A	\$0.0480	\$0.0160
IntraLata Schedule B	\$0.0315	\$0.0105
IntraLata Schedule C	\$0.0165	\$0.0055
InterLata Schedule A	\$0.0480	\$0.0160
InterLata Schedule B	\$0.0315	\$0.0105
InterLata Schedule C	\$0.0165	\$0.0055

7.1.2. Intrastate Megacom 800 Usage Rates:

Dedicated – Sch B	Rate per Hour
IntraLata	\$7.29
InterLata	\$7.29

7.1.3. Intrastate 800 Readyline Usage Rates:

Switched – Sch A	Rate per Hour
IntraLata	\$10.07
InterLata	\$13.29

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AMENDMENT TO AT&T INTRASTATE SERVICES SERVICE ORDER ATTACHMENT

The AT&T Intrastate Services Service Order Attachment between AT&T Corp. ("AT&T") and Laboratory Corporation of America Holdings and its subsidiaries ("Customer"), dated October 12, 1999 (the "Attachment"), and prior Amendments are hereby amended as follows:

1. This Amendment replaces all existing State schedules and rates with the attached list of State Schedules 1 through 12 and adds State Schedules 13 through 25:

Schedule 1 B – State of Arizona
Schedule 2 B – State of Florida
Schedule 3 C – State of Illinois
Schedule 4 B – State of Michigan
Schedule 5 B – Commonwealth of Kentucky
Schedule 6 C – State of North Carolina
Schedule 7 C – State of New Jersey
Schedule 8 C – State of New York
Schedule 9 C – State of Ohio
Schedule 10 B – State of Alabama
Schedule 11 B – State of Texas
Schedule 12 A – State of California
Schedule 13 – State of Colorado
Schedule 14 – State of Delaware
Schedule 15 – State of Georgia
Schedule 16 – State of Iowa
Schedule 17 - State of Kansas
Schedule 18 – State of Maryland
Schedule 19 – State of Minnesota
Schedule 20 – State of Nebraska
Schedule 21 – Commonwealth of Pennsylvania
Schedule 22 - State of Tennessee
Schedule 23 – State of Utah
Schedule 24 – Commonwealth of Virginia
Schedule 25 – State of Washington

2. Section 5. Eligibility: is replaced in its entirety with Section 5 below:

5. Eligibility - The rates contained in this Attachment are contingent upon Customer subscribing to interstate services under an AT&T Service Order Attachment - Voice/Data Services, having minimum annual revenue commitments that initially aggregate at least \$1,000,000 over the term thereof.

3. This Amendment shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with the Commission's rules and regulations ("Effective Date").



4. All other terms and conditions of the Attachment shall remain unchanged.

AGREED:

Laboratory Corporation of America Holdings
and its subsidiaries: (Legal Name)

By: Michael L. Crist
(Authorized Signature)

Michael L. Crist
(Typed or Printed Name)

SVP - CIO
(Title)

1-11-06
(Date)

AGREED:

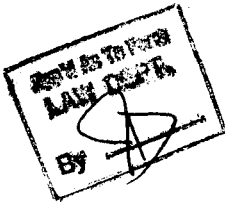
AT&T CORP.

By: Lew Wallace
(Authorized Signature)

Lew Wallace
(Typed or Printed Name)

Group Manager
(Title)

01/12/2006
(Date)



**SCHEDULE 5 B
TO
AT&T INTRASTATE SERVICE ORDER ATTACHMENT
BETWEEN
LABORATORY CORPORATION OF AMERICA HOLDINGS AND ITS SUBSIDIARIES
AND
AT&T CORP.**

Commonwealth of Kentucky

1. **Service Provided** - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC, Kentucky Custom Network Services Tariff, as changed from time to time, except as specifically stated in this Attachment.

**AT&T SDN OneNet® ("OneNet")
MEGACOM® 800 ("Megacom 800")
800 ReadyLINE® ("800 Readyline")**

A. The Intrastate OneNet usage rates shall be:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule A	\$0.0288	\$0.0096
IntraLata Schedule B	\$0.0171	\$0.0057
IntraLata Schedule C	\$0.0105	\$0.0035
InterLata Schedule A	\$0.0315	\$0.0105
InterLata Schedule B	\$0.0201	\$0.0067
InterLata Schedule C	\$0.0105	\$0.0035

B. The Intrastate Megacom 800 usage rates shall be:

	Rate per Hour
IntraLATA	\$3.51
InterLATA	\$3.51

C. The Intrastate 800 Readyline usage rates shall be:

	Rate per Hour
IntraLATA	\$5.75
InterLATA	\$6.47

The above usage rates are stabilized for the Term of the Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. **Minimum Commitment**
None for Services Provided.



**INTRASTATE SERVICES
ESTIMATED TARIFF EFFECTIVE DATES**

Please note: BICI to provide official Bill Start Dates on voice implementation summary

**CUSTOMER: Laboratory Corporation of America Holdings, Inc –
Amend No 3
BDM: R. Francis**

STATE	EFFECTIVE DATE
AL	01/12/06
AZ	01/12/06
CA	02/07/06
CO	01/12/06
DE	01/12/06
FL	01/12/06
GA	01/12/06
IL	01/23/06
IA	01/12/06
KS	01/12/06
KY	01/12/06
MD	01/12/06
MI	01/12/06
MN	01/12/06
NE	01/12/06
NJ	01/12/06
NY	01/26/06
NC	01/12/06
OH	01/12/06
PA	01/12/06
TN	01/12/06
TX	01/12/06
UT	01/12/06
VA	01/12/06
WA	01/12/06

STATE	EFFECTIVE DATE

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2/17/2006

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COMMISSION
OF KENTUCKY



Contract ID: 2054071

AT&T MA Reference No. 16081

**AT&T LOCAL SWITCHED SERVICES
Service Order Attachment**

CUSTOMER Legal Name ("Customer")	AT&T Corp. (or enter AT&T signing entity) ("AT&T")	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact
Verisign, Inc.	AT&T Corp.	Name Gusti Lamb
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
Street Address 487 E. Middlefield Road City Mountain View State / Province CA Country USA Domestic / International / Zip Code 94063	55 Corporate Drive Bridgewater, New Jersey 08807 Attn: Master Agreement Support Team Email mast@att.com	Street Address 2121 E. 63 rd Street, Room C100 City Kansas City State / Province MO Country USA Domestic/International/Zip Code 64131 Fax 281-664-5551 Email glamb@att.com Sales/Branch Manager Roy Brackett SCVP Name Roy Brackett
CUSTOMER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) <input type="checkbox"/> Primary Contact
Name Krista Little Title Contract Administrator Telephone 703-948-4476 Fax 703-450-8029 Email klittle@verisign.com	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic/International/Zip Code Telephone Fax Email Agent Code
CUSTOMER Billing Address		
Street Address 21345 Ridgetop Circle City Sterling State / Province VA Country USA Domestic/International/Zip Code 20166		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Rates and discounts for DS0 service (PrimePath Standard Business Lines), and usage transmitted over those lines (PrimePlus and/or PrimeOne service), provided in this contract are applicable to lines provisioned over AT&T facilities. Standard Business Lines provisioned over another carrier's facilities and the associated usage will be billed at the tariffed rates. These rates will be provided prior to the time the lines are ordered.

CUSTOMER: Verisign, Inc.	AT&T Corp.
By: <u><i>Krista Little</i></u> (Authorized Signature)	By: <u><i>Roy L. Brackett</i></u> (Authorized Signature)
(Typed or Printed Name) <u>Krista Little</u>	Roy L. Brackett (Typed or Printed Name)
(Title) <u>Manager, Corp. Purch.</u>	Sales Center Vice President (Title)
(Date) <u>1/12/2006</u>	(Date) <u>1-24-06</u>

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Page 1 of 92
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OF KENTUCKY

1. **Services Provided** - AT&T will provide to the Customer and its affiliates the following Local Services in the Commonwealth of Kentucky where facilities permit, in accordance with the provisions of the State Tariff(s) filed by the Affiliates of Teleport Communications Group Inc., as changed from time to time, except as specifically stated in this Contract Tariff.

PrimeXpress Network Service	Prime Digital Trunk Service
PrimePath Service	PrimeConnect
PrimePlex PRI Service	Integrated Prime Services
PrimePlus-IntraLATA Toll Service	

2. **Rates** - Subject to the Terms and Conditions of the Attachment, the following rates are stabilized for the term of this Attachment. These rates are in lieu of the rates for those elements specified in the Applicable Tariffs. Rates are based on Customer-selected term. In the event that Customer fails to designate a term in its order for a Local Service, the term corresponding to the rate billed to the Customer for the Local Service will be the Customer-selected term.

A. PrimeXpress Network Service (excluding PrimeConnect Option)

(a) Stand Alone

Per Trunk	Monthly Recurring
DOD	\$580
Combo	\$580
DID/DOD	\$765
DID	\$765

(b) Provisioned on a DS-3 Accuring

Per Trunk	Monthly Recurring
DOD	\$505
Combo	\$505
DID/DOD	\$690
DID	\$690

B. PrimePath Service

	Monthly Recurring
Standard Business Line - per line	\$29.10
Basic Trunk - per trunk	\$29.10
DID Trunk - per trunk	\$47.30

C. PrimePlex PRI Service

(a) Stand Alone

Voice & Data	Monthly Recurring
Initial 23B+D	\$745
Each add'l 23B+D/ 24B w/o backup D	\$745
23B+ backup D	\$745
Data Only	
Initial 23B+D	\$715
Each add'l 23B+D/ 24B w/o backup D	\$715
23B+ backup D	\$715



C. PrimePlex PRI Service (continued)

(b) Provisioned on a DS-3 Accuring

Voice & Data	Monthly Recurring
Initial 23B+D	\$670
Each add'l 23B+D/ 24B w/o backup D	\$670
23B+ backup D	\$670
Data Only	
Initial 23B+D	\$640
Each add'l 23B+D/ 24B w/o backup D	\$640
23B+ backup D	\$640

D. PrimePlus - IntraLATA Toll Service

Initial 18 Seconds	Each Add'l 6 Seconds
\$.0270	\$.0090

E. Prime Digital Trunk Service

Per DS0	Monthly Recurring
Facility - DOD	\$29.10
Facility - Combo	\$29.10
Facility - DID/DOD	\$47.30
Facility - DID	\$47.30

F. PrimeConnect - High Volume Inbound Calling

Per DS1	Monthly Recurring
Stand Alone	\$870
With ISDN	\$1010

G. Integrated Prime

(a) Integrated PrimePath Service

Per Line/Trunk	Monthly Recurring
Basic Business Line	\$24.10
Key Line	\$24.10
Basic Business Trunk	\$24.10
DID Trunk	\$42.30

(b) Integrated Prime Digital Trunk Service

Per Trunk	Monthly Recurring
DOD Trunks	\$24.10
Two-Way Trunks	\$24.10
DID Trunks	\$42.30
DID/DOD Trunks	\$42.30

3. Discounts - The following discounts are the only discounts that apply to the Local Services provided under this Contract Tariff. The Customer will receive the following discounts each month on the total usage rates based on the Customer-selected term.

Monthly Usage Charges	Discounts
Between \$0 up to \$100,000	30.0%
Over \$100,000	0.0%





**AMENDMENT TO AT&T INTRASTATE SERVICES PRICING SCHEDULE
BETWEEN
AT&T CORP.
AND
AMERICA WEST AIRLINES, INC.**

The AT&T Intrastate Services Pricing Schedule between AT&T Corp. ("AT&T") and America West Airlines, Inc., (the "Intrastate Agreement"), is hereby amended as set forth below.

1. Schedule 2, for the State of Arizona is deleted and replaced with Schedule 2 A.
2. The following list of State Schedules have been added to the Intrastate Agreement:

Schedule 1 - State of Alabama	Schedule 21 - State of New Hampshire
Schedule 3 - State of California	Schedule 22 - State of New Jersey
Schedule 4 - State of Colorado	Schedule 23 - State of New Mexico
Schedule 5 - State of Connecticut	Schedule 24 - State of Nevada
Schedule 6 - District of Columbia	Schedule 25 - State of New York
Schedule 7 - State of Florida	Schedule 26 - State of Ohio
Schedule 8 - State of Georgia	Schedule 27 - State of Oregon
Schedule 9 - State of Idaho	Schedule 28 - Commonwealth of Pennsylvania
Schedule 10 - State of Illinois	Schedule 29 - State of Rhode Island
Schedule 11 - State of Indiana	Schedule 30 - State of South Carolina
Schedule 12 - Commonwealth of Kentucky	Schedule 31 - State of South Dakota
Schedule 13 - State of Louisiana	Schedule 32 - State of Tennessee
Schedule 14 - Commonwealth of Massachusetts	Schedule 33 - State of Texas
Schedule 15 - State of Maryland	Schedule 34 - Commonwealth of Virginia
Schedule 16 - State of Maine	Schedule 35 - State of Vermont
Schedule 17 - State of Michigan	Schedule 36 - State of Washington
Schedule 18 - State of Minnesota	Schedule 37 - State of Wisconsin
Schedule 19 - State of North Carolina	Schedule 38 - State of West Virginia
Schedule 20 - State of Nebraska	

3. This Amendment shall become effective with respect to Intrastate Services when signed by both parties and any required documentation is filed with the appropriate regulatory body of the state in which the Intrastate Services are to be provided and the Commission, if required, authorizes the rates, charges, terms and conditions agreed upon herein ("Effective Date").
4. This Amendment to the Intrastate Agreement (including its pricing schedules and addenda, if any) is an integral part of that Intrastate Agreement. All other terms and conditions applicable to the Intrastate Pricing Schedule remain unchanged.



AT&T Intrastate Services – Pricing Schedule

For AT&T Administrative Use Only

Master Agreement No. 102812

Pricing Schedule for AT&T Intrastate Services

5. Each party, by signing below, acknowledges that it has read, understands and agrees to the provisions of this Amendment. Each individual signing below represents that such individual is duly authorized to sign this Amendment on behalf of the party for whom such individual is signing.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date fully executed below.

CUSTOMER: AMERICA WEST AIRLINES, INC.	AT&T CORP.
By: <u><i>Joseph C. Berry</i></u> (Authorized Signature)	By: <u><i>Susan Stoll</i></u> (Authorized Signature)
<u>JOSEPH C. BERRY</u> (Typed or Printed Name)	<u>Susan Stoll</u> (Typed or Printed Name)
<u>SR VP, CID</u> (Title)	<u>Sales Vice President</u> (Title)
<u>1-18-06</u> (Date)	<u>01/18/06</u> (Date)



America West Airlines, Inc.

If this Attachment is not executed by the Customer by 01/13/2006, AT&T reserves the right to withdraw this Attachment.

For AT&T Administrative Use Only

Master Agreement No. 102812

Pricing Schedule for AT&T Intrastate Services

1. SERVICES

- AT&T SDN OneNet® ("OneNet")
- MEGACOM® 800 ("Megacom 800")
- 800 READYLINE® ("800 Readyline")

2. JURISDICTION AND TARIFF REFERENCE

- Commonwealth of Kentucky - Schedule 12
- AT&T Communications of the South Central States, LLC
- Kentucky Custom Network Services Tariff

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
Coterminous with the agreement, MARC Schedule or Pricing Schedule identified in Section 4, below	First day of first full billing cycle after Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	First day of first full billing cycle after Effective Date of this Pricing Schedule

4. MARC

MARC under this Pricing Schedule	None
----------------------------------	------

Initial MARC required to exist under an AT&T interstate voice/data agreement for the rates and discounts under this Pricing Schedule to be effective	\$ 0
--	------

4.1 MARC ELIGIBLE

MARC ELIGIBLE SERVICES:	ALL SERVICES CONTAINED IN THIS PRICING SCHEDULE
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5. DISCOUNTS

Discounts, if any, applicable to these intrastate services set forth in the agreement, MARC Schedule or Pricing Schedule identified in Section 4, above.

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION PERIODS

6.1 Promotions

Not Applicable

7. RATES

7.1. Intrastate SDN OneNet Usage Rates:

7.1.1. Intrastate SDN OneNet Usage Rates:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLata Schedule A	\$0.0258	\$0.0086
IntraLata Schedule B	\$0.0183	\$0.0061
InterLata Schedule A	\$0.0351	\$0.0117
InterLata Schedule B	\$0.0225	\$0.0075

7.1.2. Intrastate Megacom 800 Usage Rates:

Dedicated - Sch B	Rate per Hour
IntraLata	\$2.29
InterLata	\$3.36

7.1.3. Intrastate 800 Readyline Usage Rates:

Switched - Sch A	Rate per Hour
IntraLata	\$5.29
InterLata	\$7.20

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Amend No. 1

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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**AMENDED
MASTER AGREEMENT**

Number 112306

between

Apple Computer, Inc., a California corporation

and

AT&T Corp., a New York corporation

Originally executed on July 3, 2002

Amended on December 16, 2005



Index

1. Amendment #3 to General Terms and Conditions

Service Order Attachments (SOAs):

2. OneNet Voice and Data Services (SOA #1)
3. AT&T Asynchronous Transfer Mode Service (SOA #2)
4. AT&T North American Voice Service (SOA #4)
5. AT&T Managed Internet Services (SOA #5)
6. AT&T (MultiState) Intrastate Agreement (SOA #8)
7. AT&T Global Managed Internet Services (SOA #18)
8. AT&T Local Prime Services (SOA #19)
9. AT&T CCCGE/AT&T Worldwide Calling Card (SOA #25)



AMENDMENT 3 TO MASTER AGREEMENT

**Between
AT&T Corp.
and
Apple Computer, Inc.**

1. The Master Agreement between AT&T Corp. ("AT&T") and Apple Computer, Inc. ("Apple"), dated July 3, 2002 and amended and restated on July 9, 2004 (the "Master Agreement"), is hereby further amended as follows:
 - a. The expiration dates of the Service Order Attachments listed in the following table are hereby amended to expire concurrently with the OneNet Attachment on December 16, 2008.

Table 1

Service Order Attachment	Description
11	OC3 Local Channel Service (Elk Grove)
12	AT&T Administered Authorization Codes/Network Remote Access Option II
13	AT&T Enhanced Announcement Services
14	Local Services Private Line (Microwave Service)
16	Global Inbound Service
20	AT&T Enhanced Transport Service (ETS)
21	AT&T VoicePort Service
22	AT&T Intelligent Content Distribution Services

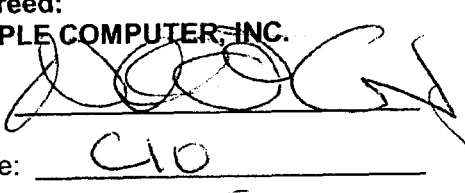
2. The Service Order Attachments ("SOAs") listed in the following table and which are attached hereto amend the correspondingly numbered SOAs which were previously attached to the Master Agreement.

Service Order Attachment	Description
1	AT&T OneNet Services
2	AT&T ATM Services
4	AT&T North American Voice Service (NAVS)
5	AT&T Managed Internet Services (MIS)
8	AT&T MultiState / Intrastate Services
18	AT&T Global Managed Internet Services (GMIS)
19	AT&T Local Prime Services
25	AT&T CCCGE/AT&T Worldwide Calling Card



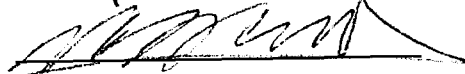
2. Attachments 3 and 24 have expired.
3. This Amendment is effective when signed by AT&T and Apple.
4. All other terms and conditions of the Master Agreement shall remain unchanged.

Agreed:
APPLE COMPUTER, INC.

By: 

Title: CIO

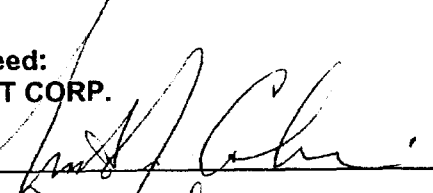
Date: 12/20/05

By: 

Title: Nagy M. Gad
Sr. Manager
America's Corporate Procurement
Apple Computer, Inc.

12/21/05

Agreed:
AT&T CORP.

By: 

Title: Director of Sales

Date: December 16, 2005





AT&T MA Reference No _____

Service Order Attachment 25
AT&T Intrastate Services (CCCGE/AT&T Worldwide Calling Card)

This Service Order Attachment is governed by and is an Attachment to the Master Agreement between Customer and AT&T dated July 3, 2002 (the "Master Agreement") and is an integral part of the Master Agreement

1. Services Provided – Subject to Sections 1.1 and 2.7 of the General Terms and Conditions, AT&T will provide to Customer the intrastate services specified in the attached Schedules ("**Intrastate Services**"):

- (a) in accordance with the provisions of the applicable AT&T intrastate tariffs governing the Intrastate Services ("**Applicable Tariffs**"), as changed from time to time; and
- (b) if there are no Applicable Tariffs, in accordance with the applicable provisions of the AT&T Business Service Guide located at <http://www.serviceguide.att.com/ABS/ext/index.cfm>, as changed from time to time, except as specifically provided in this Attachment.

In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory body of a state in which Intrastate Services are to be provided (the "**Commission**"), the terms of the last tariffed service offering continue to govern the provision of such service in that state for the remainder of the Term of this Attachment, except that rates will continue to fluctuate to the same extent that they could before detariffing.

2. Term - This Attachment shall become effective with respect to Intrastate Services to be provided in a state when signed by both parties and any required tariff, price list, or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with that Commission's rules and regulations ("**Effective Date**").

3. The term, discounts and rates commence beginning the first day of Customer's first full billing cycle after the Effective Date of this Attachment for such state.

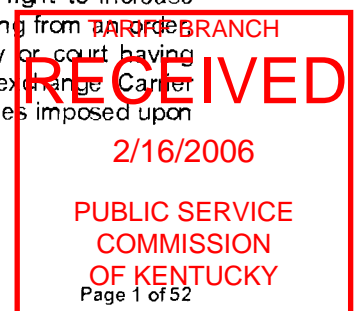
4. This Attachment shall (subject to the General Terms and Conditions) remain in effect until the earlier of:

- (a) the termination of Attachment 1 (Voice and Data Services) for any reason;
- (b) the termination of this Attachment in accordance with Article 10 of the General Terms and Conditions; or
- (c) November 11, 2008

5. Charges – The contract price and any related terms and conditions for the Intrastate Services are set forth in the Schedules to this Attachment. The Charges stated in the Schedules are gross charges, and are stabilized for the term of this Attachment.

6. Regardless of any stabilization that may appear in this Attachment, AT&T reserves the right to increase charges as a result of expenses incurred by AT&T relating to regulatory assessments stemming from a rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC (Pre-subscribed Interexchange Carrier Charge) and USF (Universal Service Fund) related expenses but excluding any fines or penalties imposed upon AT&T for its failure to comply with applicable laws, rules or regulations).

AT&T and Customer Proprietary
 AT&T Intrastate Services





AT&T MA Reference No _____

7. Eligibility - This Attachment is available only to other potential purchasers of the service who also purchase interstate services from AT&T under an AT&T Interstate Voice/Data Agreement having a minimum revenue commitment of \$16,500,000.

8. No Additional Discounts - The rates and discounts for Intrastate Services provided under this Attachment are set out in Attachment 1 (Voice and Data Services) and are in lieu of, and not in addition to, any and all other AT&T promotions, discounts, credits and waivers to which Customer is, or would otherwise be, entitled to receive for the Intrastate Services.

9. Commission Jurisdiction - This Attachment is subject to the jurisdiction of various Commissions and each Schedule shall therefore be subject to such changes or modifications as the controlling Commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Schedule will be deemed to be a separate agreement and the parties' obligations with respect to the Intrastate Services to be provided in a specific state shall be construed and interpreted under the laws of that state, excluding its choice of law rules. Either party may terminate an affected Schedule if the Commission of the corresponding State changes its rules or regulations or issues an order or a ruling (or a court of competent jurisdiction issues such an order or a ruling) which materially and adversely affects that Schedule or the ability of AT&T to provide the Intrastate Service in accordance with the prices, terms and conditions set forth therein or incorporated therein by reference. AT&T must act reasonably in exercising its termination right under this Section 9 and upon AT&T exercising the termination right, Section 7.1 (Events affecting Customer's Ability to meet its MTRC) of the General Terms and Conditions will apply.

AT&T and Customer Proprietary
AT&T Intrastate Services

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AT&T MA Reference No _____

**SCHEDULE 17
TO
AT&T INTRASTATE SERVICE ORDER ATTACHMENT
BETWEEN
APPLE COMPUTER
AND
AT&T CORP.**

Commonwealth of Kentucky

1. **Service Provided** - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC, Kentucky Custom Network Services Tariff, as changed from time to time, except as specifically stated in this Attachment.

Usage Rates For Intrastate Corporate Calling Card Global Enhancements ("CCCGE") also known as AT&T Worldwide Calling Card in the commonwealth of Kentucky

	Per Minute
IntraLata CCCGE Calling Card Service	\$0.1000
InterLata CCCGE Calling Card Service	\$0.1000

The above usage rates are stabilized for the Term of the Agreement. All other rates in the Applicable Tariffs shall apply, as amended from time to time.

2. **Minimum Commitment**
None for Services Provided.

AT&T and Customer Proprietary
AT&T Intrastate Services

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AMENDMENT #2 TO AT&T INTRASTATE SERVICES AGREEMENT

The AT&T Intrastate Services Agreement between AT&T Corp. and Pearson Inc., effective August 15, 2001, as previously amended by Amendment #1 to AT&T Intrastate Services Service Order Attachment ("First Amendment") is amended as follows:

1. For purposes of clarification, the parties agree that the "Intrastate Services Agreements" for California Intrastate Services, referenced in Section 6 of the First Amendment, is a reference to the California Intrastate Service Agreement signed by the parties August 15, 2001 (the "California Intrastate Service Agreement"). The California Intrastate Service Agreement has been terminated without liability and all services provided pursuant to that agreement and ordered by Customer for itself or its affiliates are provided pursuant to this Agreement.
2. This Amendment #2 to AT&T Intrastate Services Agreement ("Amendment") replaces all existing Schedules and rates (which apply in lieu of the Applicable Tariff rates) with the attached list of Schedules (1 B through 20 A) and adds Schedules (21 through 32):

Schedule 1 B – State of Illinois
Schedule 2 B – Commonwealth of Massachusetts
Schedule 3 B – State of New Jersey
Schedule 4 B – State of New York
Schedule 5 A – State of Arizona
Schedule 6 A – State of California
Schedule 7 A – State of Colorado
Schedule 8 A – State of Connecticut
Schedule 9 A – State of Florida
Schedule 10 A – State of Indiana
Schedule 11 A – State of Iowa
Schedule 12 A – State of Kansas
Schedule 13 A – State of Louisiana
Schedule 14 A – State of Minnesota
Schedule 15 A – State of Ohio
Schedule 16 A – Commonwealth of Pennsylvania
Schedule 17 A – State of Tennessee
Schedule 18 A – State of Texas
Schedule 19 A – Commonwealth of Virginia
Schedule 20 A – State of Washington
Schedule 21 – State of Georgia
Schedule 22 – Commonwealth of Kentucky
Schedule 23 – State of Maryland
Schedule 24 – State of Michigan
Schedule 25 – State of North Carolina
Schedule 26 – State of Oklahoma
Schedule 27 – State of South Carolina
Schedule 28 – State of Utah
Schedule 29 – State of Vermont
Schedule 30 – State of West Virginia
Schedule 31 – State of Wisconsin
Schedule 32 – State of Wyoming

3. AT&T shall file with the Commissions such tariffs or other documentation as are required in order for AT&T to provide the Intrastate Services to Customer and its affiliates and their authorized users, in each state for which a Schedule is attached hereto, at the rates set forth in such Schedule and on the terms and conditions set forth in this Agreement. Such filing will be made within the following timeframes: (a) for this Amendment, and any future amendments, within ten (10) business days after the amendment is executed by both parties; and (b) for Intrastate Services that do not require a tariff on the second

Amend 2

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AT&T Intrastate Service
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Amendment Effective Date but subsequently require a tariff due to a change in law or AT&T's status as a filer of tariff(s), within twenty (20) business days. Such filing shall be sufficient to permit Customer to enforce all of its rights hereunder and to allow AT&T to provide the Intrastate Services according to the terms, conditions, rates and charges set forth in the Agreement. If any required Commission approvals or authorizations are not issued within sixty (60) days after such filing, Customer may terminate this Agreement without liability provided that Customer exercises this right before the tariff becomes effective. If AT&T makes any change to its Applicable Tariffs that is material and adverse to Customer and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from Customer 's request for cure, as its sole remedy, Customer may terminate this Agreement immediately without liability (and such termination shall result in a reduction in any minimum purchase and/or revenue commitment to which the Intrastate Service contributes, including Customer's VTNS Minimum Annual Charge) on written notice, provided that Customer notifies AT&T of such election no later than ninety (90) days after the expiration of the cure period. Such notification by AT&T shall be to Customer in accordance with the notice provision set forth in the parties' VTNS agreement, currently Section 6.9. After notice of termination Customer may continue to receive, and AT&T will provide, the Intrastate Services provided pursuant to this Agreement at the rates and charges set forth in the Schedules and under the same terms and conditions set forth in the Agreement for the six (6) month transition period.

4. Customer, its affiliates and their authorized users may use the Intrastate Services provided pursuant to this Agreement. The rates and charges set forth in the Schedules are stabilized for the Term of this Agreement (including any renewal, extension, transition, or phase-out periods). For the avoidance of doubt, all Intrastate Services provided pursuant to this Agreement are MAC Eligible Services for purposes of the parties' VTNS agreement.
5. This Amendment shall become effective when signed by both parties ("Second Amendment Effective Date") and with respect to Intrastate Services to be provided in a state that Schedule shall be effective when this Amendment is signed by both parties and any required tariff, price list or other documentation is filed with the Commission of the state in which the Intrastate Services are to be provided and such filing becomes effective in accordance with the Commission's rules and regulations.
6. All other terms and conditions of the Agreement shall remain unchanged. All capitalized terms used herein shall have the meaning set forth herein or if not defined, in the Agreement.
7. In the case of any conflicts or inconsistencies, the order of precedence shall be as stated in the Agreement, however this Amendment shall be first in order of priority

AGREED:

Pearson Inc.: (Legal Name)

By:

(Authorized Signature)

ANDREW SICLARI

(Typed or Printed Name)

SVP CFO SHARED OPERATIONS

(Title)

1/12/06

(Date)

AGREED:

AT&T CORP.

By:

(Authorized Signature)

Lew Wallace

(Typed or Printed Name)

Group Manager

(Title)

01/13/2006

(Date)



**SCHEDULE 22
TO
AT&T INTRASTATE AGREEMENT
BETWEEN
PEARSON INC.
AND
AT&T CORP.**

Commonwealth of Kentucky

1. **Service Provided** - AT&T will provide to Customer and its affiliates the Intrastate Services described below in the Commonwealth of Kentucky in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of the South Central States, LLC, Kentucky Custom Network Services Tariff, as changed from time to time, except as specifically stated in this Agreement.

Usage Rates For Intrastate Services

Virtual Telecommunications Network Service® ("VTNS")

A. In lieu of the tariffed rates, the Intrastate VTNS usage rates shall be:

	Initial 18 Seconds		Each Add'l 6 Seconds	
IntraLATA Schedule A1	\$	0.0171	\$	0.0057
IntraLATA Schedule B1	\$	0.0294	\$	0.0098
IntraLATA Schedule C1	\$	0.0447	\$	0.0149
IntraLATA Schedule D1	\$	0.0381	\$	0.0127
IntraLATA Schedule E1	\$	0.0522	\$	0.0174
InterLATA Schedule A0	\$	0.0171	\$	0.0057
InterLATA Schedule B0	\$	0.0192	\$	0.0064
InterLATA Schedule C0	\$	0.0306	\$	0.0102
InterLATA Schedule D0	\$	0.0381	\$	0.0127
InterLATA Schedule E0	\$	0.0522	\$	0.0174

The above usage rates are stabilized for the Term of the Agreement. The above usage rates are applicable for all rate periods for service under this Agreement. All other rates in the Applicable Tariffs shall apply.

2. **Minimum Commitment**
None for Intrastate Services provided.

Amend 2

AT&T and Customer Confidential
AT&T Intrastate Service
January 12, 2006 - FINAL

