

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

This is a Service Attachment to the Master Service Agreement effective October 23, 2006, ("Agreement"), between The Office of Information Technology ("OIT") on behalf of the State of Ohio, and American Messaging Services, LLC. ("American Messaging" and "Vendor")

WHEREAS, OIT desires to include additional Vendor services and the corresponding general provisions thereof; and

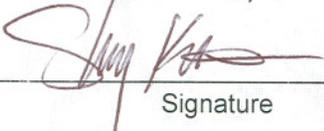
WHEREAS, the above named parties desire to execute this Service Attachment to said Agreement;

NOW THEREFORE, in accordance with the Agreement, and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

1. The Addition of Service Attachment 1 – Statewide and Nationwide Paging Services
2. All other terms and conditions of the Master Service Agreement not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Service Attachment which shall be effective on the date signed by OIT.

**AMERICAN MESSAGING
SERVICES, LLC.**



Signature

Sherry Knuth

Printed Name

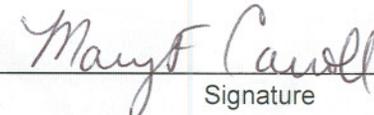
Vice President

Title

12/6/06

Date

**STATE OF OHIO,
OFFICE OF INFORMATION TECHNOLOGY**



Signature

Mary F. Carroll
Director, Office of Information Technology
State CIO

Printed Name

Title

1-5-2007

Date

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

This Service Attachment provides the Subscribing Entity(s) with the ability to purchase both Local and Nationwide Paging Services which are offered by American Messaging.

Additional information regarding these services has been included in an Appendix located at the end of this document:

- Appendix 1: Add-on Feature Description
- Appendix 2: Cost Recovery Fee Calculation and Detail Sheet Layout

1. Description of Services

This section provides an overview of the American Messaging options for Statewide and Nationwide Paging Services. The Subscribing Entity(s) will have the following options:

- **Numeric** – Users receive numeric messages or codes, up to 24 digits in length
- **Alphanumeric** – Users receive a text message which can be comprised of numbers and letters and can be in the form of an email.
- **2-Way (Nationwide Only)** - User has the capability to both receive and send text messages to another two-way device, an email address, or a text-enabled mobile phone.

Methods of Sending Text Messages

A text message can be sent to an American Messaging user with an Alphanumeric or Two-Way pager by any of the following methods:

- Internet – Via a web based interface
- Email - Any email program can be used to dispatch alphanumeric messages
- Alpha Paging Software - stand-alone and network-based versions are available
- Operator Dispatch - Messages are phoned in to a national dispatch center
- Simple Network Paging Protocol (“SNPP”) – Messages are sent via “telnet” to the American Messaging server
- Wireless Communication Transfer Protocol (“WCTP”) - used for the secure transmission from automated, server-based systems

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

2. Standard Service Features

This section provides an outline of the standard Paging service features which are included as part of the Monthly Recurring Charge (“MRC”):

Call/Character Counts

- Statewide Numeric - unlimited messages per month.
- Statewide Alphanumeric - 16,000 characters per month.
- Nationwide Numeric - 500 calls per month.
- Nationwide Alphanumeric - 300 calls per month.
- Nationwide 2-Way- unlimited messages per month.

Generic Greeting – The standard system greeting that instructs callers how to page the end-user.

Detailed Billing – The bill lists each end-user on the account along with the associated services and option. Subscribing Entity(s) can also choose to have a department and/or cost center displayed on the bill as well.

DataCast - Broadcasts news, sports, weather, business news, stock market updates, lottery and horoscope. (alpha pagers only)

3. Add-on Features

The following features may be added to all service options at an additional cost. Please refer to Appendix 1 for a detailed description of each Add-on Feature:

- Pager Protection Plan
- Master Cap Group Calling
- Custom Greeting
- Numeric Retrieval
- Alphanumeric Retransmission
- Regional Roaming
- 7 State Wide Area Coverage
- Toll-Free PIN
- Toll-Free Number
- Message Alert
- Message Plus Voicemail
- Message Manager Voicemail

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

4. Fee Structure

This Section provides the following pricing information:

- A pricing table for Statewide and National Paging Service options
- A pricing table for Add-on Features
- General Pricing Information;
- Termination Fee Information

The following table provides the MRC, Overage Charge, and included information for the standard Statewide and Nationwide Paging Services:

Service Type	MRC	Overage Charge	Includes
Statewide Numeric	\$2.85	N/A	Unlimited
Statewide Alphanumeric	\$4.50	\$0.005 Per Character	16,000 characters
Nationwide Numeric	\$10.95	\$0.10 Per Page	500 pages
Nationwide Alphanumeric	\$15.95	\$0.15 Per Page	300 pages
Nationwide 2-Way	\$19.95	N/A	Unlimited

The following table provides the MRC for the Add-on Features listed in Section 3. Note: Add-on Feature MRC is in addition to the MRC for the selected paging service.

Add-on Feature	MRC
Pager Protection Plan	\$2.00
Master Cap Group Calling	\$4.95
Custom Greeting	\$2.00
Numeric Retrieval	\$1.50
Alphanumeric Retransmission (text pagers only)	\$1.50
Regional Roaming	\$2.95
7 State Wide Area Coverage	\$1.50
Toll-Free PIN*	\$3.50
Toll-Free Number	\$2.25
Message Alert Voicemail	\$2.95
Message Plus Voicemail	\$4.95
Message Manager Voicemail	\$5.95

* The Toll-Free PIN includes 100 toll-free pages, additional pages are billed at \$0.15 each.

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

General Pricing Information

The following text pertains to the pricing of the Statewide and Nationwide Paging Service options described in Section 1 herein:

- Unless otherwise noted, service pricing includes equipment rental.
- Pricing and Early Cancellation Fees are based on a one year service commitment.
- Pricing does not include taxes, tolls, Universal Service Funds (“USF”) fee, Telecommunications Relay Service (“TRS”) fee, which American Messaging refers to as the Network Administration Fee (“NAF”), and other federal and state mandated charges.
- The Subscribing Entity shall be responsible for any and all shipping and handling charges.
- The Subscribing Entity(s) shall have access to the American Messaging Remote Order Entry (“ROE”) system at no additional charge.

Early Cancellation Fees

If the Subscribing Entity terminates a service prior to the end of the one year service commitment, then American Messaging may charge the Subscribing Entity an Early Cancellation Fee. Such Early Cancellation Fee shall not exceed \$75.00 per one way pager and \$150.00 per two way pager.

Lost, Damaged, or Not Returned Equipment Fees

If the user either loses or damages the equipment beyond repair or Subscribing Entity fails to return the equipment upon cancelling the service, then American Messaging may charge the Subscribing Entity a fee for the equipment. Such fee shall not exceed \$35.00 per one way pager and \$90.00 per two way pager.

Note: The equipment fee is waived if the Subscribing Entity has elected to purchase the Pager Protection Plan Add-on Feature.

5. Coverage Maps

Information on service coverage is located on the American Messaging web site at:

www.americanmessaging.net

6. Equipment Discounts

Not Applicable – Equipment rental is included in the monthly service charge.

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

7. Additional Service Information

This Section contains addition information regarding the Statewide and Nationwide Paging Services.

Availability of Service

Messaging and paging services use radio transmissions, so American Messaging cannot provide service when the wireless equipment is not in range of one of our transmission sites, or a transmission site of another company that has agreed to carry service for American Messaging, or if there is not sufficient network capacity available at the moment. Also, there are places, particularly in remote areas, with no service at all. Weather, topography, buildings, wireless equipment, and other conditions American Messaging does not control may also cause missed pages or other problems.

Spare Equipment

American Messaging will supply the Subscribing Entity(s) with sufficient spare pagers (based on number of active units in service) to allow the Subscribing Entity to process its own pager requests and active pager equipment 24 hours a day, 7 days a week, 52 weeks a year, by using the American Messaging ROE System

Message Delivery – (Nationwide 2-way only)

If the pager is turned off, changes coverage area, or is out of the local coverage area, the network will store the message for up to 96 hours while it continues to try to locate the pager to deliver the message. The system will deliver the stored messages once it locates the pager or after the pager returns to a designated local coverage area.

For users with the Numeric Retrieval Add-on Feature and/or the Alphanumeric Retransmission Feature the system stores only the last 15 pages. There is not a time limit for deletion of pages, however the user has to call in to retrieve these messages. A total of 15 stored messages can be delivered based on a first in, first out methodology.

8. Service Specific Terms and Conditions

This section contains the additional Terms and Conditions that are specific to the Statewide and Nationwide Paging services described herein:

Local Number Availability

American Messaging will provide local numbers in all areas where local numbers are available, in the rare and few occasions where American Messaging cannot provide a local number, a toll-free number would be required at an additional charge as outlined in Section 4.

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

Rental Equipment

- Rental Leased equipment provided to the Subscribing Entity(s) for the use of the service remains the property of American Messaging.
- American Messaging guarantees replacement of rental equipment in cases of manufacturer defects and malfunction due to which American Messaging considers normal wear and tear.
- The Subscribing Entity will be responsible for replacing any equipment which is:
 - Damaged beyond repair from user abuse, lost, or stolen.
 - Not returned to American Messaging within 60 day of service cancellation or the date the replacement equipment is put into service.. Information on equipment replacement charge specifics may be obtained in the section 4 Fee Structure..
- Pager Protection Plan – Is an Add-on Feature that provides a replacement pager when the user’s pager is lost, damaged, stolen, or not returned to the vendor when the service is cancelled.

Information Regarding Warranties

American Messaging agrees to assign to the Subscribing Entity(s) any of the manufacturers’ consumer warranties received by American Messaging and intended for the end user with respect to the wireless equipment.

The Subscribing Entity(s) acknowledge that American Messaging is not the manufacturer of the wireless equipment and agrees that American Messaging has not made and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition or quality of the wireless equipment.

With respect to American Messaging, the Subscribing Entity will rent the wireless equipment “as is” and dissatisfaction with the wireless equipment will not relieve the Subscribing Entity of any obligation under this agreement.

9. Taxes, Surcharges, and Governmental Fees

- The Subscribing Entity(s) will pay only taxes, fees, surcharges or assessments to the extent the Subscribing Entity is not exempt from such taxes, fees, surcharges or assessments, and will appear as a separate line item on the invoice.
 - American Messaging will communicate any additions and/or changes to taxes, surcharges, or assessments in writing to the state at least thirty days (30) in advance of the effective date of the change.
 - Information on taxes, fees, surcharges or assessments may be obtained from the account team or by the vendor’s website.
-

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

10. Cost Recovery Fee

In accordance with Section 9 of the Agreement, a Cost Recovery Fee will be paid on services provided under this Service Attachment. All services purchased by an eligible Subscribing Entity are subject to the Cost Recovery Fee. This includes all discounted commercially available, promotional, custom quote, and Ohio 1 plans.

The Cost Recovery Fee will include a detail summary sheet indicating how the amount was calculated. In the case the vendor has multiple Service Attachments which are subject to the Cost Recovery Fee, the detail sheets may be combined with one check.

An example of how the Cost Recovery Fee is calculated and detail sheet layout is located in Appendix 2.

11. Reporting Requirements

At a minimum, these reports will contain totals for the following information:

- MRC
- Taxes/Fees
- Usage Charge
- Overage Charge
- Equipment
- Credits
- Grand Totals
- Number of users by Service Option

This information will then be recapped as follows:

<i>Level 0</i>	Entire Contract					
<i>Level 1</i>	Executive Branch	Legislative Branch	Judicial Branch	Cooperative Purchasing		
<i>Level 2</i>	ABC's Contract Mandatory	ABC's Contract Optional		Higher Education	K-12 & Libraries	Cooperative Purchasing Members
<i>Level 3</i>	Individual ABC			Individual Colleges & Universities	Individual School Districts & Libraries	Individual Co-op Members
<i>Level 4</i>	Division or Work Group Level					
<i>Level 5</i>	Account Level					
<i>Level 6</i>	BTN Level					

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

Quarterly Inventory Report - The vendor will provide the state with an inventory of lines for all Subscribing Entity(s) consisting of the following information:

- Master Account Number
- Subscribing Entity Account Number
- Pager Number
- Subscribing Entity Name
- User Name
- Service Option
- Begin Service Date
- End Service Date
- Equipment Product ID
- Equipment Description

12. SLA Requirements

Paging Service Interruption Credits: Upon the Subscribing Entity(s) request, a credit allowance will be made for any period of 24 hours or more during which Paging Service is unavailable. Such credit shall consist of a pro rata adjustment of the fixed monthly charges billed by American Messaging for each affected Paging Unit. Any Paging Service interruption will be measured from the time it is (i) reported to or (ii) detected by American Messaging, whichever occurs first. If any Paging Unit is affected by such interruption for a period of less than 24 hours, no adjustment shall be made. If a Paging Service interruption exceeds 24 hours, the length of the interruption will be measured in 24-hour days from the time the interruption is first reported to or detected by American Messaging. After the first 24 hours of Paging Service interruption, any and all additional periods greater than 12 hours but less than 24 hours will be considered an additional day. Any fraction of a day consisting of less than 12 hours will not be credited. The credit allowance will be computed by dividing American Messaging's fixed monthly charges by a standard 30-day month, and then multiplying the result by the length of the Paging Service interruption for each affected Paging Unit. The credit will never exceed the applicable fixed monthly charges. Such an adjustment will fulfill American Messaging's full and complete liability for any Paging Service interruption, and no other liability will attach to American Messaging as a result of any Paging Service interruption.

No credit allowance will be given for any Paging Service interruptions caused by the negligence of the Authorized User, or for any interruptions caused by failure of equipment which is not a part of American Messaging's Paging System, or for any interruption caused by service which is not provided by American Messaging.

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

13. Billing Conversion Plan

The objective of the Billing Conversion Plan is to ensure that all Subscribing Entity(s) with existing American Messaging Paging Services receive the new discounted rates provided herein and are included in the Cost Recovery Fee calculations. In order to receive the rates outlined in Section 4 of this Service Attachment for services established prior to the effective date of this Service Attachment, the Subscribing Entity(s) will be required to submit a TSR request. The new rates available herein will become effective on the date the TSR request has been submitted by the Subscribing Entity(s). American Messaging will not issue credits to compensate for any difference between current rates and the rates provided herein prior to TSR request submitted by the Subscribing Entity(s).

This section provides a high level outline of activities required by American Messaging and OIT to convert the existing services.

Step 1 – Identification of Subscribing Entity(s)

American Messaging will work with the state to determine the Subscribing Entity(s) as defined in Section 1 of the MSA, that currently have American Messaging Paging Services.

Step 2 – Categorize Subscribing Entity(s)

To facilitate the reporting requirements as outlined in Section 11 herein, OIT will provide American Messaging with a spreadsheet for all current TSR users. This spreadsheet shall include, at a minimum, the Names and Codes for all Subscribing Entity(s). This spreadsheet shall also identify the Subscribing Entity(s) as being either a State or Cooperative Purchasing Member and if for a State Subscribing Entity, identify the branch of Government as Executive, Legislative, or Judicial and qualify if the use of the MSA for purchasing telecommunication services is mandatory or optional.

The state will work with American Messaging to categorize new Subscribing Entity(s) as they are added to the TSR system.

Step 3 – Update Vendor Billing System(s)

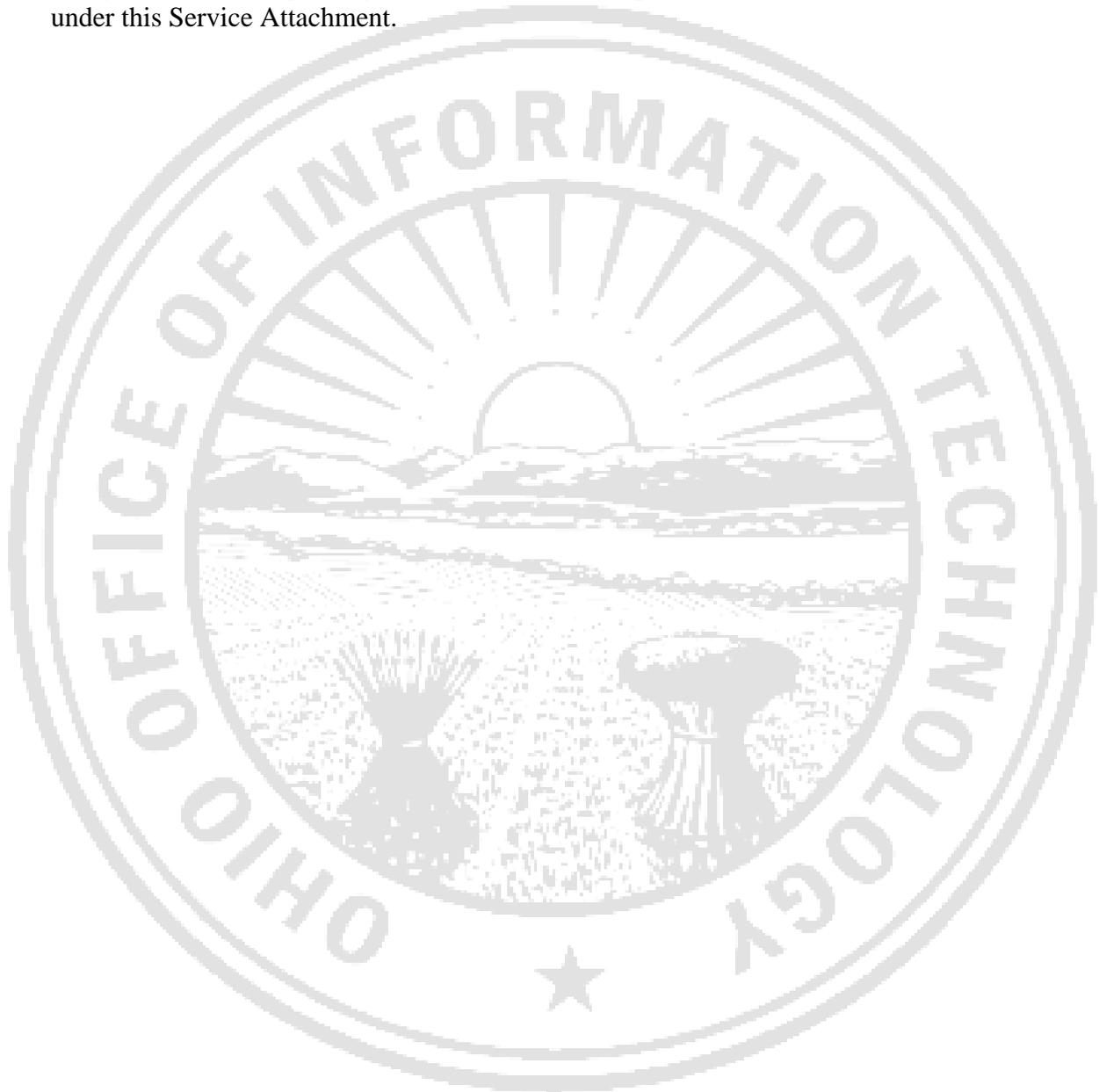
Using the information provided by the state in Step 2, American Messaging will update their billing systems in order to provide reporting information in the hierarchy detailed in Section 11, herein. In the event the billing system is unable to provide the required reporting information programmatically, then the reports will be generated manually by a specialized account team.

To facilitate reporting continuity, all new and converted accounts will be put on the same month end billing cycle.

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT
STATEWIDE AND NATIONWIDE
PAGING SERVICES**

Step 4 – Communication Plan

The state will work with American Messaging to develop a communications plan to notify all Subscribing Entity(s) as identified in Step 1 above of the new rates available under this Service Attachment.



APPENDIX 1

ADD-ON FEATURE DESCRIPTION

Appendix 1 provides a detailed description of the Add-on Features listed in Section 3.

- **Pager Protection Plan** - provides a replacement pager when the user's pager is either lost, stolen, damaged beyond repair, or not returned to the Vendor upon cancellation of the service. This feature would replace the paging unit at no additional cost for equipment.
- **Master Cap Group Calling** - Allows customers to send the same message to their pre-determined group of pagers. To utilize this option, the customer need only send the message once to an assigned group pager number.
- **Custom Greeting** - This feature allows the end-user to record a personalized greeting for callers to hear.
- **Numeric Retrieval** - Allows end-users to call their own pager numbers to retrieve numeric pages. (stores up to 15 messages)
- **Alphanumeric Retransmission** - Allows end-users to call their own pager numbers to retrieve numeric pages and request the system "re-transmit" text messages sent to them (stores up to 15 messages) (text pagers only)
- **Regional Roaming** - This feature allows customers to maintain paging coverage while traveling within the American Messaging 7-state paging region. (Includes Alphanumeric Retransmission and Numeric Retrieval)
- **7 State Wide Area Coverage** - This feature allows customers to maintain paging coverage while traveling within the American Messaging 7 state paging region without calling in to change their area code.
- **Toll-Free PIN** - Pager is assigned a toll-free access number that can be used anywhere in the Continental U.S. in addition to the local pager number assigned to the pager includes 100 toll-free pages.
- **Toll-Free Number** - Pager is assigned a toll-free number that can be dialed anywhere in the American Messaging 7-state coverage area. Not accessible by pay phone.
- **Message Alert Voicemail** - Holds 10 message (up to 30 sec. long) for up to 12 hrs.; includes Custom Greeting
- **Message Plus Voicemail** - Holds 15 message (up to 60 sec. long) for up to 24 hrs.; includes Custom Greeting
- **Message Manager Voicemail** - Holds 20 message (up to 90 sec. long) for up to 72 hrs.; includes Custom Greeting

APPENDIX 2

**COST RECOVERY FEE CALCULATION
AND DETAIL SHEET EXAMPLE**

Appendix 2 provides an example of how the Cost Recovery Fee is calculated along with an example of how the Detail Sheet that is to be included with the check should be formatted.

Service Attachment 1				
	Total Sales	Taxes, Fees, Credits	Adjusted Sales	Cost Recovery Amount
Month 1	\$5,000	\$250	\$4,750	\$95
Month 2	\$10,000	\$500	\$9,500	\$190
Month 3	\$15,000	\$750	\$14,250	\$285
SA 1 Totals	\$30,000	\$1,500	\$28,500	\$570

Service Attachment n				
	Total Sales	Taxes, Fees, Credits	Adjusted Sales	Cost Recovery Amount
Month 1	\$10,000	\$500	\$9,500	\$190
Month 2	\$15,000	\$750	\$14,250	\$285
Month 3	\$20,000	\$1,000	\$19,000	\$380
SA n Totals	\$45,000	\$2,250	\$42,750	\$855

MSA Totals				
	Total Sales	Taxes, Fees, Credits	Adjusted Sales	Cost Recovery Amount
Month 1	\$15,000	\$750	\$14,250	\$285
Month 2	\$25,000	\$1,250	\$23,750	\$475
Month 3	\$35,000	\$1,750	\$33,250	\$665
Grand Total	\$75,000	\$3,750	\$71,250	\$1,425

Note: SA n will be repeated for each additional Service Attachment.