

SERVICE ATTACHMENT 1
TO THE MASTER SERVICE AGREEMENT DAS
CENTURYLINK VOICE SERVICES

This is a Service Attachment to the Master Service Agreement dated September 29, 2011, "Agreement", between the Department of Administrative Services (DAS) DAS on behalf of the State of Ohio, and Qwest Communications Company, LLC D/B/A CenturyLink QCC, Attention: Corporate Counsel, 1801 California Street, Suite 900, Denver, Colorado 80202.

WHEREAS, DAS desires to include additional Service Provider 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:

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, "Effective Date."

**QWEST COMMUNICATIONS
COMPANY, LLC, D/B/A CenturyLink
QCC**



Signature

Brad Davis on behalf of David
Printed Name Stoffle

Premier Accounts Manager
Title

12-22-2011
Date

04-6141739
Federal Tax ID

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**



Signature

STUART R. DAVIS
Printed Name

CIO/Asst Dir.
Title

12/28/11
Effective Date

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Voice Services

1. Description of Service

1.1 Intro. All capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

1.2 CenturyLink. "CenturyLink" shall mean and refer to Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("CenturyLink") "Customer" shall mean the Department of Administrative Services on behalf of the state of Ohio and the following Subscribing Entities; State Agencies, Boards, Commissions, Higher Education, K-12, and all Cooperative Purchasing Members under the Agreement

1.3 Orders. All orders for Services hereunder as well as any cancellations or modifications to an order must be made through Customer's Technology Service Request (TSR) system. CenturyLink agrees that only technology coordinators have the authority regarding procurement, modification, and termination of services. CenturyLink agrees to keep Subscribing Entities' orders updated and current in the TSR System. Participating Customers must also request service through the TSR ordering system. Purchase orders for a Customer must be determined by the purchasing process of that Cooperative Purchasing Member. CenturyLink will provide the Service only if:

- (a) there is a valid, accurate TSR Order Form;
- (b) adequate capacity is available; and
- (c) CenturyLink accepts the TSR Order Form.

"Order Form" shall mean and refer to the authorized forms for purchase by Subscribing Entities under the TSR system. CenturyLink reserves the right to reject any Order Form in its reasonable discretion.

1.4 CPNI. CenturyLink will have access to certain CPNI. Under federal law, Customer has a right to, and CenturyLink has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance CenturyLink's ability to meet Customer's needs. Customer expressly authorizes CenturyLink, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by CenturyLink and its Affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Any such withdrawal will not affect the quality of Service provided hereunder.

1.5 Domestic Voice.

1.5.1 Voice Service Description. Voice Service consists of the following services:

- 1. Domestic Long Distance Service is available both Interstate and Intrastate, through switched and dedicated facilities.

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2. Toll Free Services is also available through switched or dedicated facilities.
3. worldcard offers domestic calling card services available either Interstate or Intrastate and is available through switched access only.
4. Directory Assistance offers one rate to Voice Service customers domestically.

(a) The Service is subject to the SLA in the Services Schedule that is effective as of the first day of the second month after initial installation of Service.

(b) The Services Schedule applicable to Service is incorporated by reference and made a part of this Service Attachment in Section 2 Service Specific Terms and Definitions.

(c) The Service is also subject to the Communications Act of 1934, as amended.

1.5.2 Term / Effective Date. The term of Domestic Voice Service will begin upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Attachment after the Effective Date of the Agreement) and will automatically expire at the end of the current biennium, which is June 30, 2013, if not previously terminated under the terms of this Service Attachment. .

1.5.3 Customer-specific Appropriations, Renewals, & Upgrades. DAS's appropriations are controlled by the Ohio General Assembly and the current General Assembly cannot commit a future General Assembly to any expenditures. Therefore, this Attachment will automatically expire at the end of the current biennium, which is June 30, 2013. DAS, however, may renew this Service Attachment and the underlying Agreement in the next biennium by issuing written notice to CenturyLink of the decision to do so. Renewals will be initiated by DAS in writing at least thirty (30) days prior to the expiration of the then current term. This expiration and renewal procedure will also apply to the end of any subsequent biennium. After the second renewal, DAS and CenturyLink agree that pricing for Service will be renegotiated. Upon termination of this Attachment, all rights of Customer to order Service cease and CenturyLink has no further obligations to furnish Service to Customer hereunder. Customer has the option anytime during the term hereof to upgrade to a new technology or service offering with CenturyLink without incurring termination charges. All associated non-recurring charges will apply to the new services and the original term will remain in effect.

1.6 International Voice.

1.6.1 International Voice Service Description. International Voice Service consists of:

1. International Outbound Long Distance,
2. International Toll Free
3. International worldcard®.

(a) Except where specified otherwise, for international outbound voice service, the rates specified herein will only apply to international outbound voice service originating in the U.S. (subject to availability) and terminating internationally using land-line facilities and will not

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apply to international outbound voice service terminating internationally using cellular facilities or, for international inbound voice service, the rates specified herein will only apply to international inbound voice service originating internationally *using* land-line and cellular facilities. However, airtime is charged for mobile calls.

(b) The Services Schedule applicable to International Voice Service is incorporated by reference and made a part of this Service Attachment in Section 2 Service Specific Terms and Definitions.

(c) The Service is also subject to the Communications Act of 1934, as amended.

1.6.2 Customer-specific Appropriations, Renewals, & Upgrades. This provision does not apply to International Voice.

1.7 EZ Route Service

1.7.1 EZ Route Description

EZ Route is a network-based, self-help, Interactive Voice Response ("IVR") application that provides contact-center functionality such as menu routing, database routing, intelligent call processing and links to custom applications. With EZ Route, a Subscribing Entity can answer calls, provide messages and announcements and support call routing to live agents or other IVR applications through a menu-driven interface.

1.7.2 EZ Route - How it works

The inbound 8XX call is routed to CenturyLink EZ Route. Based on the customized application design, the call is answered via touch-tone or a speech-recognition menu: The caller inputs a menu choice or provides Automatic Number Identification ("ANI") or Dialed Number Identification Service ("DNIS") information that is, their matched to the EZ Route application. If the caller needs to speak with a live agent, the call is routed to the appropriate receiving agent:

1.7.3 EZ Route Options

Subscribing Entity(s) will have the following EZ. Route options:

- Dual Tone Multi-Frequency ("DTMF") Menu & Database Routing
- Speech Recognition Menu & Database Routing

2. Service Specific Terms and Definitions

2.1 Definitions for Voice. CenturyLink will provide Voice Services ("Service") pursuant to the terms and conditions of the Agreement, Services Schedule, Tariff, and this Service Attachment.

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"CPNI" means confidential billing and usage-related information about the quantity, technical configuration, type, destination, location and amount of use of customer's telecommunications services.

"Services Schedule" means the CenturyLink Rate and Services Schedule Interstate No. 5 found at <http://www.qwest.com> and at 1801 California Street, 1st Floor Reception Area, Denver, CO.

"Tariff" means the CenturyLink state tariffs that apply when traffic over the Service is less than or equal to 10% interstate usage. References to Services Schedule herein will mean Tariff when a Tariff governs the Service.

2.2 Definitions for International Voice. The International Voice Informational Pricing Sheet ("Pricing Sheet") is provided for informational purposes only. CenturyLink will provide Voice Services ("Service") pursuant to the terms and conditions of the Agreement, Services Schedule, and the Tariff, and not this Pricing Sheet. Except as set forth in this section or elsewhere in this Pricing Sheet, capitalized terms will have the definitions assigned to them in the Agreement.

2.3 Access Arbitrage. Using any service provided by CenturyLink in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is a scheme or device to profit by exploiting differences between the cost of originating or terminating access (as charged to interexchange) and the pricing of 1+ and Toll Free Service provided by CenturyLink. "Access Arbitrage" includes:

(a) Using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access cost and the price charged by CenturyLink.

(b) Using CenturyLink's Long Distance telephone services such as CenturyLink Total Advantage and CenturyLink Connect (agreement calling plans), Virtual Network Service and IPLD (products), as a substitute for, or to avoid originating or terminating switched exchange access obtained from local exchange providers, for the origination or termination of domestic calls originated over the network of another carrier (through 1+ access, special access, carrier access code dial around, or otherwise);

(c) If CenturyLink determines through an investigation that calls originate over the network of another interexchange carrier or were routed through a call processing system such that the percentage of High Cost Minutes routed to CenturyLink using the Service is more than 11.4%. "High Cost Minutes" are minutes of use that originate or terminate at numbers for which the Customer's switched exchange access per minute rate is equal to or exceeds \$0.0250.

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(d) Segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of Long Distance Service provided by CenturyLink.

(e) Transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower rate than would otherwise apply.

(f) Artificially stimulating calling or other usage volumes to: (i) any number advertised or intended for accessing information programs and services, including but not limited to chat lines, Interactive voice response programs, and Internet access dial up services; (ii) routing codes or international area or city codes reserved or used by the subject telecommunications administration for interactive voice response programs; (iii) special routing codes, telephone numbers, or locations for which the cost of call origination or termination that is higher than that incurred for originations or terminations to other parts of the same jurisdiction or locale therefore the Customer benefits because the rate charged to the Customer is lower ; or (iv) telephone numbers or service arrangements where the party causing the artificial stimulation derives revenues or other financial benefit from or is compensated based upon said calling or other usage volumes in a capacity other than as communications carrier, or if acting as a communications carrier, earns a surcharge or similar increment (or an entity with a common financial interest with the party stimulating the traffic earns a surcharge or similar increment) merely by virtue of the origination or termination of such calls. Such artificial stimulation may include, but is not limited to, use of electronic or other automatic means to generate such call volumes, or hiring of agents or contractors principally to make calls or otherwise generate usage to such numbers or types of services, but does not, without more, include advertising or promotion of Interactive voice response products or similar programming to stimulate calling by third parties with no financial or other beneficial interest in the service or called program.

(g) Using Service provided by CenturyLink to generate calls with the intent or effect of creating a disparity (across any Customer account) between the rate of Long Distance Service provided by CenturyLink and the charge to CenturyLink for originating and/or terminating by local access providers.

(h) Sending calls identified as mobile terminated calls, or as another termination type to which a surcharge or other differential rate for termination applies, when the called station or termination point is not in fact mobile terminated, or the termination type as to which the surcharge or other differential rates applies

2.4 Access Arbitrage Fees. When CenturyLink determines that Customer has violated the Access Arbitrage provision, the Access Arbitrage Fee will apply. In addition, CenturyLink may immediately restrict, suspend or discontinue Customer's use of any service used in connection with Access Arbitrage upon notice of such violation to Customer. Further, CenturyLink may prevent conversion to another CenturyLink service arrangement of any facility used to provide a service in violation of this provision. The Access Arbitrage Fee will be assessed in addition to

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Customer's current charge for each minute of use of Long Distance Service for high cost calls in excess of 20%.

Inbound and Outbound Arbitrage Access Fee per minute rate

Switched	\$0.10
Dedicated	\$0.05

2.5 One-Cent Minimum. Billing and Rounding - Rates are quoted in full minute increments. Each call is subject to an initial 18-second increment after which usage is rounded up in subsequent 6-second increments. The total amount of the call is rounded to the nearest cent with a \$0.01 (one cent) minimum charge when the call duration is 8-seconds or less, or the total amount of Customer's calls are rounded to the nearest cent. All domestic rates are quoted in full minutes.

2.6 Minimum Facility Utilization. Customer must meet the following Minimum Facility Utilization ("MFU") per DS-1 or the equivalent thereof. The MFU requirement is 24,000 minutes of usage per circuit used by Customer for Blended or RBOC/ITC Terminating or Toll Free Originating Service provisioned by CenturyLink. If Customer fails to meet or exceeds the MFU in any monthly billing period, CenturyLink reserves the right to terminate the underutilized circuit.

2.7 Mass Calling Applications. Using the Service for "mass calling applications," without a prior written agreement between Customer and CenturyLink expressly allowing specifically described mass calling applications is prohibited. A "mass calling application" is an application that generates over 38 calls per hour per DS-0 switch port or voice circuit (including, for example, mass-volume inbound calling applications associated with events, promotions, polls, surveys, television, or radio shows). CenturyLink may immediately disable or disconnect service associated with mass calling applications that are affecting CenturyLink network service provided to other customers.

2.8 Toll Free Number Utilization. Using Toll Free numbers in a manner that violates applicable pay-per-call, anti hoarding, brokering, or industry number administration laws or regulations, or acquiring or seeking to acquire any Toll Free number for the primary purpose of selling, or releasing for consideration, the Toll Free number to another party is prohibited. Upon notice to the Customer, CenturyLink may recover any Toll Free number that is not placed in actual and substantial use.

2.9 Non-completed Call Surcharge. CenturyLink may assess a Non-Completed Call Surcharge for Service if the percentage of Customer's calls that do not complete (out of attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle. "Toll Free Non-completed Call Surcharge" is \$0.01 per non-completed call. CenturyLink may assess the Non-completed Call Surcharge associated for all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded. The Non-completed Call

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Surcharge will be assessed per call for all non-completed calls in excess of the Non-completed Call Percentage Threshold in Customer's monthly billing cycle for all Services on account. "Long Distance (1+) Non-completed Call Surcharge" is \$0.005 per non-completed call.

3. Standard Service Features

3.1 CenturyLink Voice Standard Service Features

Standard service features include the following:

- Domestic and International Long Distance
- Toll Free Service
- Calling Card

3.2 CenturyLink Long Distance Standard Service Features.

- Qwest® Macro Capacity® Fiber Network
- Self-healing network
- Customer support
- Worldwide access
- Comprehensive service level agreements (SLAs)
- Project accounting codes
- Competitive pricing
- Custom Reports
- Integrated billing and reporting capabilities
- Toll Free Service including Enhanced Features

Our Enhanced Toll Free Routing Features offer the following:

- Day of week
- Time of day
- Day of year
- Geographical
- Percent allocation
- Menu
- Linking features
- Alternate call plans
- Tailored call coverage (TCC)
- Information control
- Custom reports
- Industry Toll-Free directory assistance
- Industry Toll-Free directory assistance expedited service

Enhanced features include the following: Operator Service; Directory Assistance; VoIP.

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3.3 Web Based Management Tool. CenturyLink Control is a proprietary Web-based application that provides complete management control over a broad range of CenturyLink services, including nationwide ATM, Business Dial, Internet Port (formerly known as DIA), Dedicated Hosting, nationwide Frame Relay, Managed Firewall VPN, Private Routed Network VPN, and Toll Free. CenturyLink Control allows customers to access a wide variety of network management, billing and reporting tools via a secure Web site. For a customer to manage their communications with CenturyLink Control they need a PC with Internet access, a certified browser, user name, and a password.

CenturyLink Control provides a comprehensive set of communications management tools, including:

- **eBilling Manager** - Centralize local and national billing information across your CenturyLink service offerings
- **Repair Manager** - Create and track status of trouble tickets
- **Inventory Manager** - View Inventory and make configuration changes
- **Statistics Manager** - View historical and real-time network statistics and create detailed reports
- **Status Manager** - Stay informed of your network status and performance
- **Administration Manager** - Create and manage secure profiles for your enterprise users

3.4 EZ Route Standard Features

This Section contains an overview of the Standard Features associated with e EZ Route.

- Select from touch-tone menu and/or speech-recognition menu including "press or say '1' speech recognition."
- Extensive routing options:
 - o Time-of-day, day-of-week and holiday routing directs calls to specific contacts based on the routing schedules you define.
 - o Geographic routing based on caller area code + prefix and 10-digit number.
 - o Database routing to transfer calls and provide announcements. based on Caller Entered Digits ("CED"), Automatic Number Identification ("ANT) and Dialed Number Identification Service ("DNIS") information stored on the Subscribing Entity(s) database.
 - o Percent allocation shares call traffic on a percentage basis to multiple phone numbers, area codes, prefixes or 10-digit networks.
- Busy ring/no answer overflow :(customers can default route to another Plain Old Telephone Service ("POTS"), Virtual Network Switching ("VNS") or 8XX if the primary destination is busy.
- Integrate with the Cisco® Intelligent Call Management ("ICM") systems and Genesys® Computer Telephony Integration ("CTI") interfaces for caller information sharing.

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- Comprehensive, Web-enabled IVR application wizard allows you to:
 - Build call flows, menus and route calls in real time.
 - View on-screen diagrams that show call flow progress with announcement, menu and transfer points.
 - Build user-defined menu levels. Choose from up to nine menu levels and nine menu options per level.
 - Remotely record and upload voice prompts in real time.
 - Change routing options in real time to handle call -traffic spikes.
 - Access Web-based reports that contain current IVR call center traffic data.
 - Dynamically assign toll-free number to application:
 - Get near-real-time and historical call-activity reporting.
 - Access on-line documentation and help desk.
- Go to node (enables your call to route from one EZ Route application to another).
- Busy/no answer messages and customizable hold music (you can upload your own hold music to play while calls are being bridged).
- Integration with customer databases (intelligent call processing) and CenturyLink Web Contact Center ("QWCC") applications (application module redirect).
- Applications with routine responses can utilize the integrated text-to-speech features for menus and responses.
- Scalable — unlimited availability of ports to provide callers with access during peak calling periods.
- Reliability created by CenturyLink's fully-redundant geographically-dispersed network.
- Pricing based on the number of calls made.
- Disaster recovery: •
 - In the case of a natural disaster or unforeseen event, you can modify your call routing. Send calls to your employees' home phone numbers or mobile phones anywhere or at any time. As environmental or business conditions change, you can redistribute calls to alternative agents or sites through the administration interface. This keeps your business viable even during an emergency.
 - This availability is vital in a natural disaster, snowstorm or local network outage when calls need to be re-routed to alternate agents or contact centers quickly.

4. Add On Features

4.1 Operator Service. CenturyLink Operator Services delivers a package of communication solutions including automated (0+) and operator assisted (0-) calls. Our regionally based operator services group has extensive experience with providing the latest communications services.

4.2 Directory Assistance Service. CenturyLink Large Business Directory Assistance allows Customer to reach CenturyLink Directory Assistance agents via a toll-free number.

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5. Fee Structure

5.1 Domestic Voice Fee Structure.

5.1.1 Voice Rates. The Base Rates for the Voice Services listed below include the discounts, if any, associated with the Agreement. The Charges for each component of Service commence within five days of CenturyLink's notification to DAS that the Service component is provisioned and ready for use. Charges for Service during a Renewal Term will be the rates in effect at time of renewal for existing Service, or the charges in effect at the time or order for new or changed Service. The charges for such Service will be fixed for the Renewal Term. The rates set forth herein do not include costs associated with local access. PICC Monthly Recurring Charges will be waived for Business Line Charges (non-Centrex lines and Centrex lines) for all Options listed in this Section.

5.1.2 OPTION A: Cities, Counties, K-12, and Libraries as Customer with Switched Traffic

Customer will receive the following charges for a two-year term with two one-year renewal options:

TYPE OF SERVICE	RATE PER MINUTE
All Switched and Dedicated Traffic (interstate/intrastate inbound dedicated-switched and switched-switched; interstate/intrastate outbound switched-switched)	\$ 0.0290
Calling Card — Surcharge	\$0.2500 plus switched-switched rate per MOU of \$0.0290
Directory Assistance (Interstate/Intrastate)	\$ 0.5870

PICC:

Business Line Charge (Non-Centrex Line)	\$4.72*
Centrex Line Charge	\$0.45*

** Waived per this agreement.*

5.1.3 OPTION B: Cities, Counties, Higher Education with High Volume Traffic as Customer; benefits from dedicated facilities

Customer will receive the following charges for a two-year term with two one-year renewal option:

TYPE OF SERVICE	RATE PER MINUTE
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All Dedicated Intrastate Traffic (Inbound/Outbound Dedicated-Switched)	\$ 0.0256
All Dedicated Interstate Traffic (Outbound Dedicated-Switched)	\$ 0.0268
All Switched Interstate Traffic (Inbound/Outbound Dedicated-Switched)	\$ 0.0477
All Switched Intrastate Traffic (Inbound/Outbound Dedicated to Switched)	\$ 0.0437
Dedicated ISDN*	\$ 0.0650
Switched ISDN	\$ 0.0850
Calling Card - Surcharge	\$0.2500 plus switched-switched rate per MOU of \$0.0310
Directory Assistance (Interstate/Intrastate)	\$ 0.587

PICC:

Business Line Charge (Non-Centrex)	\$ 4.72*
Centrex Line Charge	\$ 0.45*

5.1.4 OPTION C: Universities/Higher Education as Customer

Customer will receive the following charges for a two-year term with two one-year renewal options:

TYPE OF SERVICE	RATE PER MINUTE
All Dedicated Intrastate Traffic (Inbound/Outbound Dedicated-Switched)	\$ 0.0185
All Dedicated Interstate Traffic (Outbound Dedicated-Switched)	\$ 0.0185
All Switched Interstate Traffic (Inbound/Outbound Dedicated-Switched)	\$ 0.0290
All Switched Intrastate Traffic (Inbound/Outbound Dedicated-Switched)	\$0.0290
Calling Card - Surcharge	\$0.2500 plus switched-switched rate per MOU of \$0.0290

Directory Assistance (Interstate/Intrastate)	\$ 0.5870
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PICC:

Business Line Charge (Non-Centrex)	\$ 4.72
Centrex Line Charge	\$ 0.45

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5.1.5 OPTION D: State Agencies as Customer Only

Customer will receive the following charges for a two-year term with two one-year renewal options:

TYPE OF SERVICE	RATE PER MINUTE
All Dedicated Intrastate Traffic (Inbound/Outbound Dedicated-Switched)	\$ 0.0185
All Dedicated Interstate Traffic (Outbound Dedicated-Switched)	\$ 0.0185
All Switched Interstate Traffic (Inbound/Outbound Dedicated-Switched)	\$ 0.0275
All Switched Intrastate Traffic (Inbound/Outbound Dedicated-Switched)	\$0.0275
Calling Card – Surcharge	\$0.2500 plus switched-switched rate per MOU of \$0.0275
Directory Assistance (Interstate/Intrastate)	\$ 0.5870

PICC:

Business Line Charge (Non-Centrex Line)	\$ 4.72
Centrex Line Charge	\$ 0.45

5.1.6 Option E: Flat Rate Pricing on an Annual Use Basis

Description of Option E – This option to purchase voice service in “block of minutes based on anticipated annual usage will provide the Subscribing Entity(s) with an alternative to the “per minute pricing” structure of the other options. This option is only available to Subscribing Entity's meeting the Qualifying Customer criteria set forth below and for services meeting the Qualifying Services criteria set forth below.

Qualifying Customers – For purposes of this Option “E”, a Subscribing Entity must meet the following conditions to be considered a “Qualifying Customer”:

- All Qualifying Services (defined below) must be on dedicated access provided by CenturyLink.
- Minimum of 75% of minutes of use of Qualifying Services must be Interstate.
- Qualifying Customer’s NPA/NXX must be acceptable to CenturyLink’s in its sole discretion.
- Qualifying Customer’s DS-1 local access loops must be acceptable to CenturyLink in its sole discretion.
- Qualifying Customer must not be in default under any terms of the Master Services Agreement or Service Attachment 1.

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Qualifying Services – For purposes of this Option “E”, to be considered a Qualifying Service the following conditions must be met:

- Domestic Interstate Outbound Long Distance originating by dedicated access only.
- Domestic Interstate Toll Free terminating by dedicated access only.

Price Table – The following table provides the Annual Usage Monthly Recurring Charge (“MRC”), Excess Usage Rate for all Annual Usage Options:

Annual Usage Allowance (Minutes)	Annual Usage MRC	Excess Usage Rate (Per Minute)
3,000,000	\$4,500.00	\$0.0185
5,000,000	\$7,083.00	\$0.0185
7,000,000	\$9,333.00	\$0.0185
9,000,000	\$12,000.00	\$0.0185
12,000,000	\$15,500.00	\$0.0185
15,000,000	\$18,750.00	\$0.0185

Note: The rates set forth herein do not include costs associated with local access, which charges are billed separately.

Charges – This Section provides a description of charges that a Qualifying Customer will incur in connection with the Qualifying Services. An example of how each charge is calculated has been included in Appendix 1.

- **Annual Usage MRC** – During each month of the Annual Period, the Qualifying Customer will pay the Annual Usage MRC listed on the Pricing Table which corresponds to the Annual Usage Allowance selected by the Qualifying Customer.
- **Excess Usage Charge** – If at the end of the Annual Period the selected Annual Usage Allowance is exceeded, then Qualifying Customer will pay to CenturyLink additional Excess Usage Charges equal to the Excess Usage Rate (as set forth in the Pricing Table) multiplied by each minute in excess of the Annual Usage Allowance. A True-up Statement will be issued for each Annual Period setting forth the minutes of excess usage and the corresponding Excess Usage Charges.
- **Early Termination Charge** – If the Qualifying Service is terminated prior to the conclusion of any Minimum Service Term, the Qualifying Purchaser will be assessed an Early Termination Charge which is comprised of the following (collectively, the “Early Termination Charges”):

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- Annual Usage MRC's for each month remaining in the Minimum Service Term.
- Excess Usage Charges – to be based upon actual use up to the time of termination, annualized out for the Annual Period in which the termination occurs.
- Cancellation Charges – are the charges incurred by CenturyLink from a third party provider as a result of a termination prior to the end of an Annual Period.

Service Specific Information – This Section contains information that is specific to the Qualifying Services described herein.

- **General Information**
 - If a Qualifying Customer's originating and terminating NPA/NXX for the Qualifying Service is not acceptable to CenturyLink, or if a Subscribing Entity does not meet one or more of the Qualifying Customer requirements, then CenturyLink can refuse to provide Qualifying Services.
 - Option E does not include all voice services as described in Service Attachment 1. Option E applies only to Domestic Interstate Outbound Long Distance originating by dedicated access and Domestic Interstate Toll Free terminating by dedicated access.
- **Implementation** – Any new rates specified herein applicable to a Qualifying Customer's existing Qualifying Services will become effective within 45 days of the date the Qualifying Customer selects its initial Annual Usage Allowance.
- **Termination of Service**
 - CenturyLink may terminate the Qualifying Service if at any time it is discovered the conditions for Qualifying Service and/or Qualifying Customer are no longer being met.
 - Qualifying Customer(s) will pay to CenturyLink all applicable Early Termination Charges as result of such termination.
- **Annual Period**
 - Is defined as a period of 12 consecutive months.
 - The first such Annual Period will begin on the date the Qualifying Service is installed and available to the Qualifying Customer.
 - Subsequent Annual Periods will immediately follow the preceding Annual Period during the term of Service Attachment 1.
- **Annual Usage Allowance**
 - At the beginning of each Annual Period, the Subscribing Entity shall select a maximum amount of flat rate annual minutes from those offered on the Pricing Table ("Annual Usage Allowance").
 - The Annual Usage Allowance selected by the Qualifying Customer shall be submitted to CenturyLink at least 30 days prior to each Annual Period.

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- **Usage** – If during any Annual Period, a Qualifying Customer’s aggregate total minutes of usage of the Qualifying Services are:
 - greater than the Annual Usage Allowance for such Annual Period (“Excess Usage”), then Qualifying Customer shall pay CenturyLink for such Excess Usage in the form of Excess Usage Charges as described above.
 - less than the Annual Usage Allowance for such Annual Period, Qualifying Customer will not be entitled to any refund of the Annual Usage MRC paid or payable for that Annual Period, and there will be no carry-forward of, or credit for, minutes not used.

- **Minimum Service Term**
 - Each Qualifying Service provided during the term will commence on the date installed and available to the Qualifying Customer and will continue for the Minimum Service Term defined herein.
 - Each Qualifying Service will have a Minimum Service Term equal to the Annual Period.
 - Each new Annual Period will create a new Minimum Service Term.
 - The Qualifying Customer must advise CenturyLink at least 30 days in advance of the end of the current Minimum Service Term if it does not wish to renew the Qualifying Service for another Annual Period.

5.2 International Voice Informational Pricing Sheet.

5.2.1 International Rates. The following per minute rates, country/mobile codes and charged are provided for informational purposes only, but should reflect the applicable rates as of the Effective Date of the underlying Agreement. The rates for International Voice Service are controlled by the Services Schedule and are subject to change. The rates set forth herein do not include costs associated with local access. All rates below are quoted in increments and will be billed in the following initial and incremental time periods based on traffic type:

5.2.2 International Billing Increments.

International Voice Services	Initial Billing Period	Incremental Billing Period
Outbound U.S. to International	30 seconds	6 seconds
Outbound U.S. to Canada	30 seconds	6 seconds
Outbound Canada to U.S.	30 seconds	6 seconds

Worldcard	Initial Billing Period	Incremental Billing Period
Outbound U.S. to Mexico	60 seconds	60 seconds
Outbound U.S. to International (excluding Mexico)	30 seconds	6 seconds
Inbound International (excluding Mexico) to US	60 seconds	60 seconds

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Outbound International to International	60 seconds	60 seconds
Inbound Mexico to US	60 seconds	60 seconds
Outbound Mexico to Mexico	60 seconds	60 seconds
Outbound Mexico to International	60 seconds	60 seconds
Outbound International to Mexico	60 seconds	60 seconds
Outbound US to Mexico	60 seconds	60 seconds

Worldcard	Initial Billing Period	Incremental Billing Period
Inbound Canada to US	30 seconds	6 seconds
Outbound US to Canada	30 seconds	6 seconds
Outbound Canada to Canada	30 seconds	6 seconds
Outbound Canada to International (excluding Mexico)	30 seconds	6 seconds
Outbound International (excluding Mexico) to Canada	60 seconds	60 seconds
Outbound Canada to Mexico	60 seconds	60 seconds
Outbound Mexico to Canada	60 seconds	60 seconds

International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Canada to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

5.2.3 International Outbound Long Distance.

(a) Switched Origination to Switched Termination Rate Schedule.

Country of Termination	Switched Origination-Switched Termination	Dedicated Origination – Switched Termination

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Afghanistan	\$0.8535	\$0.8355
Albania	\$0.4104	\$0.3924
Albania - Mobile/Special Services	\$0.3243	\$0.3063
Algeria	\$0.3528	\$0.3348
Algeria - Mobile/Special Services	\$0.3888	\$0.3708
American Samoa	\$0.2304	\$0.2124
American Samoa - Mobile/Special Services	\$0.2880	\$0.2700
Andorra	\$0.1680	\$0.1500
Andorra - Mobile/Special Services	\$0.3494	\$0.3314
Angola	\$0.5256	\$0.5076
Angola - Mobile/Special Services	\$0.5616	\$0.5436
Anguilla	\$0.3024	\$0.2844
Anguilla - Mobile/Special Services	\$0.3321	\$0.3141
Antarctica	\$0.5850	\$0.5670
Antigua	\$0.2671	\$0.2491
Antigua - Mobile/Special Services	\$0.4230	\$0.4050
Argentina	\$0.1125	\$0.0945
Argentina - Mobile/Special Services	\$0.3454	\$0.3274
Armenia	\$0.4464	\$0.4284
Armenia - Mobile/Special Services	\$0.4824	\$0.4644
Aruba	\$0.2304	\$0.2124
Aruba - Mobile/Special Services	\$0.2664	\$0.2484
Ascension Island	\$1.1224	\$1.1044
Australia	\$0.0614	\$0.0434
Australia - Mobile/Special Services	\$0.2538	\$0.2358
Austria	\$0.1066	\$0.0886
Austria - Mobile/Special Services	\$0.3248	\$0.3068
Azerbaijan	\$0.4976	\$0.4796
Azerbaijan - Mobile/Special Services	\$0.4976	\$0.4796
Bahamas	\$0.1440	\$0.1260
Bahamas - Mobile/Special Services	\$0.1980	\$0.1800
Bahrain	\$0.3816	\$0.3636
Bahrain - Mobile/Special Services	\$0.4176	\$0.3996
Bangladesh	\$0.4241	\$0.4061
Bangladesh - Mobile/Special Services	\$0.6247	\$0.6067
Barbados	\$0.3024	\$0.2844
Barbados - Mobile/Special Services	\$0.3370	\$0.3190
Belarus - Mobile/Special Services	\$0.4500	\$0.4320
Belarus	\$0.4230	\$0.4050
Belgium	\$0.0540	\$0.0360

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination- Switched Termination
Belgium - Mobile/Special Services	\$0.2970	\$0.2790
Belize	\$0.3816	\$0.3636
Belize - Mobile/Special Services	\$0.5542	\$0.5362
Benin	\$0.3384	\$0.3204
Benin - Mobile/Special Services	\$0.4680	\$0.4500
Bermuda	\$0.1872	\$0.1692
Bermuda - Mobile/Special Services	\$0.2232	\$0.2052
Bhutan	\$0.7584	\$0.7404
Bhutan - Mobile/Special Services	\$0.8280	\$0.8100
Bolivia	\$0.2873	\$0.2693
Bolivia - Mobile/Special Services	\$0.3869	\$0.3689
Bosnia & Herzegovina	\$0.3010	\$0.2830
Bosnia & Herzegovina - Mobile/Special Services	\$0.4032	\$0.3852
Botswana	\$0.3240	\$0.3060
Botswana - Mobile/Special Services	\$0.3960	\$0.3780
Brazil	\$0.1440	\$0.1260
Brazil - Mobile/Special Services	\$0.3022	\$0.2842
British Virgin Islands	\$0.2376	\$0.2196
British Virgin Islands - Mobile/Special Services	\$0.1917	\$0.1737
Brunei	\$0.3816	\$0.3636
Brunei - Mobile/Special Services	\$0.4176	\$0.3996
Bulgaria	\$0.2520	\$0.2340
Bulgaria - Mobile/Special Services	\$0.3348	\$0.3168
Burkina Faso	\$0.4176	\$0.3996
Burkina Faso - Mobile/Special Services	\$0.4680	\$0.4500
Burundi	\$0.8208	\$0.8028
Burundi - Mobile/Special Services	\$0.3448	\$0.3268
Cambodia	\$0.9216	\$0.9036
Cambodia - Mobile/Special Services	\$0.9576	\$0.9396
Cameroon	\$0.3967	\$0.3787
Cameroon - Mobile/Special Services	\$0.5929	\$0.5749
Canada	\$0.0449	\$0.0269
Cape Verde Islands	\$0.4770	\$0.4590
Cape Verde Islands - Mobile/Special Services	\$0.6030	\$0.5850
Cayman Islands	\$0.2160	\$0.1980
Cayman Islands - Mobile/Special Services	\$0.2430	\$0.2250
Central African Republic	\$0.7942	\$0.7762

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Central African Republic - Mobile/Special Services	\$0.8280	\$0.8100
Chad	\$1.2494	\$1.2314
Chad - Mobile/Special Services	\$0.8972	\$0.8792
Chile	\$0.1632	\$0.1452
Chile - Mobile/Special Services	\$0.3402	\$0.3222
China	\$0.1642	\$0.1462
China - Mobile/Special Services	\$0.2664	\$0.2484
Christmas & Cocos Islands	\$0.1366	\$0.1186
Colombia	\$0.1778	\$0.1598
Colombia - Mobile/Special Services	\$0.3096	\$0.2916
Comoros	\$0.6696	\$0.6516
Comoros - Mobile/Special Services	\$0.6480	\$0.6300
Congo, Republic of	\$0.5292	\$0.5112
Cook Islands	\$5.4000	\$5.3820
Cook Islands - Special Services	\$4.6980	\$4.6800
Costa Rica	\$0.2268	\$0.2088
Costa Rica - Mobile/Special Services	\$0.2628	\$0.2448
Croatia	\$0.2873	\$0.2693
Croatia - Mobile/Special Services	\$0.3606	\$0.3426
Cuba	\$0.9180	\$0.9000
Cuba - Guantanamo Bay	\$1.0080	\$0.9900
Cyprus	\$0.3024	\$0.2844
Cyprus - Mobile/Special Services	\$0.4102	\$0.3922
Czech Republic	\$0.2376	\$0.2196
Czech Republic - Mobile Special/Services	\$0.3246	\$0.3066
Denmark	\$0.1080	\$0.0900
Denmark - Mobile/Special Services	\$0.2880	\$0.2700
Diego Garcia	\$2.7180	\$2.7000
Djibouti	\$0.5263	\$0.5083
Djibouti - Mobile/Special Services	\$0.7063	\$0.6883
Dominica	\$0.3134	\$0.2954
Dominica - Mobile/Special Services	\$0.4230	\$0.4050
Dominican Republic	\$0.1778	\$0.1598
Dominican Republic - Mobile/Special Services	\$0.2160	\$0.1980
East Timor	\$1.3500	\$1.3500
Ecuador	\$0.2668	\$0.2488
Ecuador - Mobile/Special Services	\$0.3672	\$0.3492
Egypt	\$0.3283	\$0.3103

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Egypt - Mobile/Special Services	\$0.4608	\$0.4428
El Salvador	\$0.2189	\$0.2009
El Salvador - Mobile/Special Services	\$0.2518	\$0.2338
Equatorial Guinea	\$0.9648	\$0.9468
Equatorial Guinea - Mobile/Special Services	\$1.0080	\$0.9900
Eritrea	\$0.6703	\$0.6523
Estonia	\$0.3096	\$0.2916
Estonia - Mobile/Special Services	\$0.4918	\$0.4738
Ethiopia	\$0.6120	\$0.5940
Ethiopia - Mobile/Special Services	\$0.6480	\$0.6300
Faeroe Islands	\$0.2760	\$0.2580
Falkland Islands (Islas Malvinas)	\$1.1250	\$1.1070
Fiji Islands	\$0.5220	\$0.5040
Fiji Islands - Mobile/Special Services	\$0.6539	\$0.6359
Finland	\$0.1080	\$0.0900
Finland - Mobile/Special Services	\$0.2340	\$0.2160
France	\$0.0540	\$0.0360
France - Mobile/Special Services	\$0.2662	\$0.2482
French Antilles (incl. Martinique)	\$0.2736	\$0.2556
French Guiana	\$0.3564	\$0.3384
French Guiana - Mobile/Special Services	\$0.4680	\$0.4500
French Polynesia	\$0.4976	\$0.4796
Gabon Republic	\$0.4248	\$0.4068
Gabon Republic - Mobile/Special Services	\$0.4608	\$0.4428
Gambia	\$0.3672	\$0.3492
Gambia - Mobile/Special Services	\$0.5189	\$0.5009
Georgia	\$0.5294	\$0.5114
Georgia - Mobile/Special Services	\$0.5506	\$0.5326
Germany	\$0.0540	\$0.0360
Germany - Mobile/Special Services	\$0.2970	\$0.2790
Ghana	\$0.3312	\$0.3132
Ghana - Mobile/Special Services	\$0.3672	\$0.3492
Gibraltar	\$0.3812	\$0.3632
Gibraltar- Mobile/Special Services	\$0.4342	\$0.4162
Greece	\$0.1300	\$0.1120
Greece - Mobile/ Special Services	\$0.2662	\$0.2482
Greenland	\$0.7650	\$0.7470
Greenland - Mobile/Special Services	\$0.7650	\$0.7470
Grenada	\$0.3254	\$0.3074

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination- Switched Termination
Grenada - Mobile/Special Services	\$0.3614	\$0.3434
Guadeloupe	\$0.2808	\$0.2628
Guadeloupe - Mobile/Special Services	\$0.4630	\$0.4450
Guatemala	\$0.2189	\$0.2009
Guatemala - Mobile/Special Services	\$0.3276	\$0.3096
Guinea	\$0.4320	\$0.4140
Guinea - Mobile/Special Services	\$0.5758	\$0.5578
Guinea-Bissau	\$1.4189	\$1.3976
Guinea-Bissau - Mobile/Special Services	\$2.2500	\$2.2320
Guyana	\$0.5280	\$0.5100
Guyana - Mobile/Special Services	\$0.6075	\$0.5895
Haiti	\$0.3706	\$0.3526
Haiti - Mobile	\$0.4342	\$0.4162
Haiti - Special Services	\$0.5400	\$0.5220
Honduras	\$0.4500	\$0.4320
Honduras - Mobile/Special Services	\$0.5220	\$0.5040
Hong Kong	\$0.1150	\$0.0970
Hong Kong - Mobile/Special Services	\$0.1656	\$0.1476
Hungary	\$0.0836	\$0.0656
Hungary - Mobile/Special Services	\$0.3502	\$0.3322
Iceland	\$0.2520	\$0.2340
Iceland - Mobile/Special Services	\$0.3745	\$0.3565
India	\$0.2610	\$0.2430
India - Mobile/Special Services	\$0.4176	\$0.3996
Indonesia	\$0.1215	\$0.1035
Indonesia - Mobile/Special Services	\$0.3238	\$0.3058
INMARSAT - 870	\$6.3000	\$6.2820
INMARSAT - Atlantic East	\$6.3000	\$6.2820
INMARSAT - Atlantic West	\$6.3000	\$6.2820
INMARSAT - Indian	\$6.3000	\$6.2820
INMARSAT - Pacific	\$6.3000	\$6.2820
International Networks	\$4.2353	\$4.2142
Iran	\$0.4651	\$0.4471
Iran - Mobile/Special Services	\$0.6264	\$0.6084
Iraq	\$0.7835	\$0.7709
Ireland	\$0.1080	\$0.0900
Ireland - Mobile/Special Services	\$0.3150	\$0.2970
Iridium	\$3.6529	\$3.6318
Israel	\$0.0630	\$0.0450

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination-- Switched Termination
Israel - Mobile/Special Services	\$0.1726	\$0.1546
Italy	\$0.0529	\$0.0349
Italy - Mobile/Special Services	\$0.2835	\$0.2655
Ivory Coast	\$0.5335	\$0.5155
Ivory Coast - Mobile/Special Services	\$0.6408	\$0.6228
Jamaica	\$0.3215	\$0.3035
Jamaica - Mobile/Special Services	\$0.4553	\$0.4246
Japan	\$0.0656	\$0.0476
Japan - Mobile/Special Services	\$0.3023	\$0.2753
Jordan	\$0.4651	\$0.4471
Jordan - Mobile/Special Services	\$0.5352	\$0.5172
Kazakhstan	\$0.1984	\$0.1804
Kazakhstan - Mobile/Special Services	\$0.2650	\$0.2470
Kenya	\$0.4320	\$0.4140
Kenya - Mobile/Special Services	\$0.4680	\$0.4500
Kiribati	\$0.9212	\$0.9032
Kiribati - Mobile/Special Services	\$1.1250	\$1.1070
Korea, North	\$0.8208	\$0.8028
Korea, South	\$0.1222	\$0.1042
Korea, South - Mobile/Special Services	\$0.1510	\$0.1330
Kuwait	\$0.3830	\$0.3650
Kuwait - Mobile/Special Services	\$0.5328	\$0.5148
Kyrgyzstan	\$0.2531	\$0.2351
Kyrgyzstan - Mobile/Special Services	\$0.4658	\$0.4478
Laos	\$0.8304	\$0.8124
Laos - Mobile/Special Services	\$1.0397	\$1.0217
Latvia	\$0.3010	\$0.2830
Latvia - Mobile/Special Services	\$0.4492	\$0.4312
Lebanon	\$0.4378	\$0.4198
Lebanon - Mobile/Special Services	\$0.5198	\$0.5018
Lesotho	\$0.4392	\$0.4212
Lesotho - Mobile/Special Services	\$0.4752	\$0.4572
Liberia	\$0.3312	\$0.3132
Liberia - Mobile/Special Services	\$0.6982	\$0.6802
Libya	\$0.4464	\$0.4284
Libya - Mobile/Special Services	\$0.5580	\$0.5400
Liechtenstein	\$0.1300	\$0.1120
Liechtenstein - Mobile/Special Services	\$0.1958	\$0.1778
Lithuania	\$0.3010	\$0.2830

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Lithuania - Mobile/Special Services	\$0.4953	\$0.4773
Luxembourg	\$0.1080	\$0.0900
Luxembourg - Mobile/Special Services	\$0.3150	\$0.2970
Macau	\$0.4024	\$0.3844
Macau - Mobile/Special Services	\$0.4464	\$0.4284
Macedonia	\$0.3096	\$0.2916
Macedonia - Mobile/Special Services	\$0.4230	\$0.4050
Madagascar	\$1.2672	\$1.2492
Madagascar – Mobile/Special Services	\$1.3032	\$1.2852
Malawi	\$0.3456	\$0.3276
Malawi-Mobile-Special Services	\$0.3816	\$0.3636
Malaysia	\$0.0667	\$0.0487
Malaysia – Mobile/Special Services	\$0.1726	\$0.1546
Maldives	\$0.6864	\$0.6684
Maldives – Mobile/Special Services	\$2.2500	\$2.2320
Mali Republic	\$0.5616	\$0.5436
Mali Republic – Mobile/Special Services	\$0.4782	\$0.4602
Malta	\$0.2952	\$0.2772
Malta – Mobile/Special Services	\$0.3312	\$0.3132
Marshall Islands	\$0.6750	\$0.6570
Mauritania	\$0.5184	\$0.5004
Mauritius	\$0.5824	\$0.5644
Mauritius – Mobile/Special Services	\$0.6930	\$0.6750
Mayotte Island	\$0.6696	\$0.6516
Mayotte Island – Mobile/Special Services	\$0.8518	\$0.8338
Mexico Step 1-3	\$0.1150	\$0.0970
Mexico Step 4-7	\$0.1154	\$0.0974
Mexico Step 8	\$0.1260	\$0.1080
Micronesia	\$0.5130	\$0.4950
Moldova	\$0.3967	\$0.3787
Moldova – Mobile/Special Services	\$0.7729	\$0.7549
Monaco	\$0.1080	\$0.0900
Monaco – Mobile/Special Services	\$0.3494	\$0.3314
Mongolia	\$0.8640	\$0.8460
Montserrat	\$0.3420	\$0.3240
Montserrat– Mobile/Special Services	\$0.5130	\$0.4950
Morocco	\$0.4129	\$0.3949

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Morocco– Mobile/Special Services	\$0.4673	\$0.4493
Mozambique	\$0.4549	\$0.4369
Mozambique– Mobile/Special Services	\$0.5760	\$0.5580
Myanmar (Formerly Burma)	\$0.0906	\$0.0726
Namibia	\$0.4950	\$0.4770
Namibia– Mobile/Special Services	\$0.4032	\$0.3852
Nauru	\$1.4400	\$1.4220
Nauru– Mobile/Special Services	\$2.2235	\$2.1706
Nepal	\$0.5544	\$0.5364
Nepal– Mobile/Special Services	\$0.6930	\$0.6750
Netherlands	\$0.0540	\$0.0360
Netherlands– Mobile/Special Services	\$0.3420	\$0.3240
Netherlands Antilles	\$0.2435	\$0.2255
Netherlands Antilles– Mobile/Special Services	\$0.3282	\$0.3082
New Caldonia	\$0.6048	\$0.5868
New Zealand	\$0.1300	\$0.1120
New Zealand - Mobile/Special Services	\$0.3033	\$0.2853
Nicaragua	\$0.3060	\$0.2880
Nicaragua - Mobile/Special Services	\$0.3420	\$0.3240
Niger Republic	\$0.5136	\$0.4956
Niger Republic - Mobile/Special Services	\$0.3613	\$0.3433
Nigeria	\$0.4230	\$0.4050
Nigeria - Mobile/Special Services	\$0.5026	\$0.4846
Niue	\$2.2680	\$2.2500
Niue - Mobile/Special Services	\$22680	\$22500
Norfolk Island	\$1.7894	\$1.7714
Norway	\$0.1080	\$0.0900
Norway - Mobile/Special Services	\$02223	\$0.2043
Oman	\$0.4860	\$0.4680
Oman - Mobile/Special Services	\$0.5220	\$0.5040
Pakistan	\$0.5400	\$0.5220
Pakistan - Mobile/Special Services	\$0.5328	\$0.5148
Palau, Republic of	\$0.5400	\$0.5220
Palestine	\$0.1510	\$0.1330
Palestine Mobile	\$0.2025	\$0.1845
Panama	\$0.3010	\$0.2830
Panama - Mobile/Special Services	\$0.3456	\$0.3276
Papua New Guinea	\$0.3600	\$0.3420

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Papua New Guinea - Mobile/Special Services	\$1.8000	\$1.7820
Paraguay	\$0.3312	\$0.3132
Paraguay - Mobile/Special Services	\$0.3851	\$0.3671
Peru	\$0.2285	\$0.2105
Peru - Mobile/Special Services	\$0.3382	\$0.3202
Philippines	\$0.2070	\$0.1890
Philippines - Mobile/Special Services	\$0.3330	\$0.3150
Poland	\$0.0784	\$0.0604
Poland – Mobile/Special Services	\$0.3650	\$0.3470
Portugal	\$0.0688	\$0.0508
Portugal - Mobile/Special Services	\$0.2970	\$0.2790
Qatar	\$0.5670	\$0.5490
Qatar - Mobile/Special Services	\$0.6300	\$0.6120
Reunion Island	\$0.6671	\$0.6491
Reunion Island - Mobile/Special Services	\$0.7222	\$0.7042
Romania	\$0.1980	\$0.1800
Romania - Mobile/Special Services	\$0.4234	\$0.4054
Russia	\$0.1915	\$0.1735
Russia - Mobile/Special Services	\$0.2520	\$0.2340
Rwanda	\$0.6216	\$0.6036
San Marino	\$0.1424	\$0.1244
San Marino - Mobile/Special Services	\$2.0250	\$2.0070
Sao Tome	\$2.0250	\$2.0070
Saudi Arabia	\$0.3967	\$0.3787
Saudi Arabia - Mobile/Special Services	\$0.5544	\$0.5364
Senegal Republic	\$0.5335	\$0.5155
Senegal Republic - Mobile/Special Services	\$0.6565	\$0.6385
Seychelles Islands	\$0.7404	\$0.7224
Seychelles Islands - Mobile/Special Services	\$0.4998	\$0.4818
Sierra Leone	\$0.5850	\$0.5670
Sierra Leone - Mobile/Special Services	\$0.5436	\$0.5256
Singapore	\$0.1573	\$0.1393
Singapore - Mobile/Special Services	\$0.2160	\$0.1980
Slovak Republic	\$0.2326	\$0.2146
Slovak Republic - Mobile/Special Services	\$0.3606	\$0.3426
Slovenia	\$0.2520	\$0.2340
Slovenia - Mobile/Special Services	\$0.4024	\$0.3844
Solomon Islands	\$1.3500	\$1.3320
Solomon Islands - Mobile/Special Services	\$1.8000	\$1.7820

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Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Somalia	\$1.3235	\$1.3055
South Africa	\$0.0900	\$0.0720
South Africa - Mobile/Special Services	\$0.3382	\$0.3202
Spain	\$0.0540	\$0.0360
Spain - Mobile/Special Services	\$0.3389	\$0.3187
Sri Lanka	\$0.5184	\$0.5004
Sri Lanka – Mobile/Special Services	\$0.5544	\$0.5364
St. Helena	\$0.9106	\$0.8926
St. Kitts/Nevis	\$0.2729	\$0.2549
St. Kitts/Nevis - Mobile/Special Services	\$0.4242	\$0.4062
St. Lucia	\$0.2808	\$0.2628
St. Lucia - Mobile/Special Services	\$0.4712	\$0.4532
St. Pierre/Miquelon	\$0.2688	\$0.2508
St. Vincent/Grenadines	\$0.3336	\$0.3156
St. Vincent/Grenadines - Mobile/Special Services	\$0.4417	\$0.4237
Sudan	\$0.6336	\$0.6156
Sudan - Mobile/Special Services	\$0.4995	\$0.4815
Suriname	\$0.6468	\$0.6288
Suriname - Mobile/Special Services	\$0.6008	\$0.5828
Swaziland	\$0.2952	\$0.2772
Swaziland - Mobile	\$0.3312	\$0.3132
Sweden	\$0.0900	\$0.0720
Sweden - Mobile/Special Services	\$0.3282	\$0.3102
Switzerland	\$0.0540	\$0.0360
Switzerland - Mobile/Special Services	\$0.3918	\$0.3738
Syrian Arab Republic	\$0.5328	\$0.5148
Syrian Arab Republic - Mobile/Special Services	\$0.5688	\$0.5508
Taiwan	\$0.1150	\$0.0970
Taiwan - Mobile/Special Services	\$0.1510	\$0.1330
Tajikistan	\$0.3812	\$0.3578
Tajikistan - Mobile/Special Services	\$0.3812	\$0.3578
Tanzania	\$0.4860	\$0.4680
Tanzania - Mobile/Special Services	\$0.5832	\$0.5652
Thailand	\$0.1292	\$0.1112
Thailand - Mobile/Special Services	\$0.2952	\$0.2772
Togo	\$0.5436	\$0.5256
Togo - Mobile/Special Services	\$0.6930	\$0.6750
Tokelau	\$1.8090	\$1.7910

SERVICE ATTACHMENT 1
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CENTURYLINK VOICE SERVICES

Country of Termination	Switched Origination- Switched Termination	Dedicated Origination – Switched Termination
Tokelau - Mobile/Special Services	\$1.8360	\$1.8180
Tonga Islands	\$0.5537	\$0.5357
Tonga Islands - Mobile/Special Services	\$0.5027	\$0.4847
Trinidad & Tobago	\$0.3010	\$0.2830
Trinidad & Tobago - Mobile/Special Services	\$0.2986	\$0.2806
Tunisia	\$0.3918	\$0.3738
Tunisia - Mobile/Special Services	\$0.3918	\$0.3738
Turkey	\$0.2736	\$0.2556
Turkey - Mobile/Special Services	\$0.3398	\$0.3218
Turkmenistan	\$0.6035	\$0.5855
Turkmenistan - Mobile/Special Services	\$0.6035	\$0.5855
Turks & Caicos	\$0.4024	\$0.3844
Turks & Caicos – Mobile/Special Services	\$0.4455	\$0.4275
Tuvalu - Mobile/Special Services	\$4.9680	\$4.9500
Uganda	\$0.3967	\$0.3787
Uganda - Mobile/Special Services	\$0.4464	\$0.4284
Ukraine	\$0.2462	\$0.2282
Ukraine - Mobile/Special Services	\$0.3600	\$0.3420
United Arab Emirates	\$0.4342	\$0.4098
United Arab Emirates - Mobile/Special Services	\$0.5850	\$0.5670
United Kingdom	\$0.0518	\$0.0338
United Kingdom - Mobile/Special Services	\$0.3600	\$0.3420
Uruguay	\$0.3240	\$0.3060
Uruguay - Mobile/Special Services	\$0.3600	\$0.3420
Uzbekistan	\$0.2531	\$0.2351
Vanatu - Mobile/Special Services	\$2.1389	\$2.1209
Vanatu, Republic of	\$1.3702	\$1.3522
Venezuela	\$0.1984	\$0.1804
Venezuela - Mobile/Special Services	\$0.3454	\$0.3274
Vietnam	\$0.4500	\$0.4320
Vietnam - Mobile/Special Services	\$0.5400	\$0.5220
Wallis & Futuna Islands	\$22680	\$2.2500
Western Samoa	\$0.5718	\$0.5538
Yemen Arab Republic	\$0.5054	\$0.4874
Yemen Arab Republic - Mobile/Special Services	\$0.5882	\$0.5702
Yugoslavia - Mobile/Special Services	\$0.3960	\$0.3780
Yugoslavia (incl. Serbia)	\$0.3488	\$0.3308
Zaire, Republic of	\$0.5718	\$0.5538
Zaire, Republic of - Mobile/Special Services	\$0.6882	\$0.6702

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TO THE MASTER SERVICE AGREEMENTDAS
CENTURYLINK VOICE SERVICES

Country of Termination	Switched Origination-Switched Termination	Dedicated Origination – Switched Termination
Zambia	\$0.3967	\$0.3787
Zambia - Mobile/Special Services	\$0.4464	\$0.4284
Zimbabwe	\$0.3240	\$0.3060
Zimbabwe- Mobile/Special Services	\$0.4565	\$0.4385

(b) worldcard Switched Origination to Switched Termination Rate Schedule.

worldcard Usage	Switched Origination-Switched Termination Rate Per Minute	Per Call Surcharge
US to Canada	Per above table	\$0.2500
US to International (including Mexico)	Per above Table	\$0.5000

5.2.4 ITFS/UIFN. In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix." CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

ITFS/UIFN	MRC Per Number	NRC Per Number
ITFS	\$10.00	N/A
UIFN	\$10.00	\$160.00

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UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are indicated in the table below. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per-minute rates using the UIFN number are the same as the ITFS rates listed in the table below. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s).

Country of Origination	UIFN Availability	Switched Origination – Switched Termination Rate Per Minute	Switched Origination – Dedicated Termination Rate per Minute
Anguilla		\$1.0260	\$1.0080
Antigua		\$0.5292	\$0.5112
Argentina	YES	\$0.8730	\$0.8550
Australia	YES	\$0.1530	\$0.1350
Bahamas		\$0.2430	\$0.2250
Bahrain		\$0.5148	\$0.4968
Barbados		\$0.3330	\$0.3150
Belgium	YES	\$0.1080	\$0.0900
Bermuda		\$0.4212	\$0.4032
Brazil	YES	\$0.4644	\$0.4464
British Virgin Islands		\$1.0260	\$1.0080
Canada		\$0.0630	\$0.0450
Cayman Islands		\$0.2192	\$0.2012
Chile		\$0.3708	\$0.3528
China	YES	\$0.7740	\$0.7560
Colombia		\$0.4212	\$0.4032
Costa Rica		\$0.9828	\$0.9648
Cyprus		\$0.1662	\$0.1482
Denmark	YES	\$0.1260	\$0.1080
Dominica		\$0.6703	\$0.6523
Dominican Republic		\$0.1350	\$0.1170
Fiji		\$0.8190	\$0.8010
Finland	YES	\$0.2430	\$0.2250
France	YES	\$0.0810	\$0.0630
Germany	YES	\$0.0810	\$0.0630
Greece		\$0.2107	\$0.1927
Grenada		\$0.5710	\$0.5530
Guatemala		\$0.8820	\$0.8640
Hong Kong	YES	\$0.3150	\$0.2970
Hungary	YES	\$0.5292	\$0.5112
India		\$0.9630	\$0.9450
Indonesia		\$0.7164	\$0.6984

SERVICE ATTACHMENT 1
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Country of Origin	UIFN Availability	Switched Origination – Switched Termination Rate Per Minute	Switched Origination – Dedicated Termination Rate per Minute
Ireland	YES	\$0.0900	\$0.0720
Israel	YES	\$0.1530	\$0.1350
Italy	YES	\$0.0810	\$0.0630
Jamaica		\$0.2298	\$0.2118
Japan	YES	\$0.3150	\$0.2970
Korea, South	YES	\$0.9180	\$0.9000
Luxembourg	YES	\$0.2844	\$0.2664
Macau	YES	\$0.3780	\$0.3600
Malaysia	YES	\$0.4860	\$0.4680
Mexico (Zone 1)		\$0.1530	\$0.1350
Mexico (Zone 2)		\$0.1530	\$0.1350
Mexico (Zone 3)		\$0.1530	\$0.1350
Mexico (Zone 4)		\$0.1530	\$0.1350
Montserrat		\$1.0260	\$1.0080
Netherlands	YES	\$0.0900	\$0.0720
Netherlands Antilles		\$0.6750	\$0.6570
New Zealand	YES	\$0.1530	\$0.1350
Norway	YES	\$0.2430	\$0.2250
Panama		\$0.4284	\$0.4104
Peru		\$1.2330	\$1.2150
Philippines	YES	\$0.3150	\$0.2970
Poland		\$0.5292	\$0.5112
Portugal	YES	\$0.2430	\$0.2250
Singapore	YES	\$0.3150	\$0.2970
South Africa	YES	\$0.6084	\$0.5904
Spain	YES	\$0.2430	\$0.2250
St. Kitts		\$0.5882	\$0.5702
St. Lucia		\$1.3860	\$1.3680
St. Vincent/Grenadine		\$0.7380	\$0.7200
Sweden	YES	\$0.2430	\$0.2250
Switzerland	YES	\$0.2430	\$0.2250
Taiwan	YES	\$0.5220	\$0.5040
Thailand	YES	\$0.5652	\$0.5472
Trinidad & Tobago		\$0.5292	\$0.5112
United Kingdom	YES	\$0.0810	\$0.0630
Venezuela		\$0.6084	\$0.5904

5.2.5 Canada Services.

(a) Toll Free Services To and From Canada

State of Ohio – Dept of Admin Services
NSP26846 to MSA – Q490055

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TO THE MASTER SERVICE AGREEMENT DAS
CENTURYLINK VOICE SERVICES

Toll Free Services to and From Canada	
From Canada to United States	
Switched Origination - Switched Termination	\$0.063
Switched Origination - Dedicated Termination	\$0.045
Toll Free Service Terminating in Canada	<i>Switched termination service available only</i>
United States Switched Origination – Canada Switched Termination	\$0.063
Canada Switched Origination - Canada Switched Termination	\$0.063

(b) worldcard To and From Canada

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
Canada to US	\$1.0720	\$0.2500
Canada to International	Per US to International Rates in Section 5.1	\$0.5000

5.2.6 worldcard International Origination to U.S. Termination.

(a) Blocked. The following NPAs are blocked to prevent fraud and therefore calls cannot be originated/terminated until block is removed. The block can be removed from individual cards at the customer's request.

Bahamas	(242)
Barbados	(246)
Antigua and Barbuda	(268)
Dominican Republic	(809)
Trinidad and Tobago	(868)
St. Kitts and Nevis	(869)

(b) worldcard International Origination to U.S. Termination.

Country of Origination	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
Antigua (Barbuda)	\$0.4040	\$1.0000

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Argentina	\$1.4040	\$1.0000
Australia (Tasmania, Christmas Islands, Cocos Islands)	\$0.5544	\$1.0000
Austria	\$0.7200	\$1.0000
Bahamas	\$1.1448	\$1.0000
Bahrain	\$2.0250	\$1.0000
Barbados	\$0.8352	\$1.0000
Belarus (Vitebsk, Grodno, Brest, Minsk, Mogilev, Gomel)	\$1.1520	\$1.0000
Belgium	\$0.7200	\$1.0000
Bermuda	\$1.1250	\$1.0000
Bolivia	\$1.8360	\$1.0000
Brazil	\$0.7488	\$1.0000
Brunei	\$2.2536	\$1.0000
Bulgaria	\$1.1520	\$1.0000
Chile	\$1.0440	\$1.0000
China	\$1.2384	\$1.0000
Columbia (San Andres Isl.)	\$0.9720	\$1.0000
Costa Rica	\$0.8136	\$1.0000
Croatia	\$1.1520	\$1.0000
Cyprus	\$1.1520	\$1.0000
Czech Republic	\$1.0440	\$1.0000
Denmark	\$0.7200	\$1.0000
Dominica	\$1.3500	\$1.0000
Dominican Republic	\$0.8280	\$1.0000
Egypt	\$1.4040	\$1.0000
El Salvador	\$1.4040	\$1.0000
Fiji Islands	\$2.2536	\$1.0000
Finland	\$0.7200	\$1.0000
France (Corsica Island)	\$0.4608	\$1.0000
French Guiana	\$1.1255	\$1.0000
Germany	\$0.4536	\$1.0000
Greece	\$0.9936	\$1.0000
Guadeloupe (St Bartheleme, St. Martin French Part, Marie Galante)	\$1.1255	\$1.0000
Hong Kong	\$0.5904	\$1.0000
Hungary	\$0.7200	\$1.0000
Iceland	\$0.8568	\$1.0000
India	\$2.7000	\$1.0000
Indonesia (Do not cover East Timor)	\$1.3104	\$1.0000
Ireland	\$0.6840	\$1.0000
Israel-Bezeq (Not cover Palestinian	\$0.9648	\$1.0000
Italy (Elba Island, San Marino, Vatican City)	\$0.6480	\$1.0000
Japan	\$0.5616	\$1.0000
Kenya	\$2.1600	\$1.0000
Korea (South)	\$1.0368	\$1.0000
Latvia	\$1.4040	\$1.0000

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Lithuania	\$1.0440	\$1.0000
Luxembourg	\$0.7200	\$1.0000
Macedonia	\$1.6200	\$1.0000
Malaysia (Peninsular Malaysia and East)	\$1.2312	\$1.0000
Malta	\$0.9000	\$1.0000
Martinique	\$1.4040	\$1.0000
Mauritius	\$2.2536	\$1.0000
Mexico	\$0.9288	\$1.0000
Monaco	\$0.7200	\$1.0000
Netherlands	\$0.4392	\$1.0000
New Zealand (Chatham Islands)	\$1.1520	\$1.0000
Nicaragua	\$1.4328	\$1.0000
Norway (Jan Mayen, Svalbard Islands)	\$0.7200	\$1.0000
Panama	\$1.4040	\$1.0000
Peru	\$0.8568	\$1.0000
Philippines	\$1.1376	\$1.0000
Poland	\$1.0584	\$1.0000
Portugal (Azores, Madeira)	\$1.1016	\$1.0000
Reunion Island (France)	\$0.9000	\$1.0000
Romania	\$1.3500	\$1.0000
Russia	\$1.1520	\$1.0000
Senegal	\$2.2536	\$1.0000
Singapore	\$1.1520	\$1.0000
Slovak Republic	\$1.1520	\$1.0000
South Africa	\$0.9504	\$1.0000
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.8784	\$1.0000
Sri Lanka	\$1.8000	\$1.0000
St. Kitts & Levis	\$1.4040	\$1.0000
St. Pierre	\$1.4040	\$1.0000
Sweden	\$0.7200	\$1.0000
Switzerland (Do not cover Liechtenstein)	\$0.7200	\$1.0000
Syrian Arab Republic	\$1.7550	\$1.0000
Taiwan	\$0.5976	\$1.0000
Thailand	\$1.3608	\$1.0000
Trinidad & Tobago	\$1.3500	\$1.0000
Ukraine	\$1.1520	\$1.0000
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	\$0.3168	\$1.0000
Venezuela (Margarita Island)	\$0.8100	\$1.0000

5.2.7 worldcard International Origination to International Termination.

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Country of Termination	Switched Origination- Switched Termination Rate per Minutes	Per Call Surcharge
Argentina	\$1.4774	\$1.00
Australia (Tasmania, Christmas Island, Cocos Islands)	\$0.7135	\$1.00
Austria	\$0.8864	\$1.00
Azores(Portugal)	\$1.7609	\$1.00
Belgium	\$0.7270	\$1.00
Bolivia	\$2.4001	\$1.00
Chile	\$1.6124	\$1.00
China	\$1.7226	\$1.00
Colombia (San Andres Isl.)	\$1.6832	\$1.00
Croatia, Republic of	\$1.4999	\$1.00
Czech Republic	\$1.1768	\$1.00
Denmark	\$0.5807	\$1.00
Dominican Republic	\$1.0645	\$1.00
El Salvador	\$1.2861	\$1.00
Finland	\$0.6370	\$1.00
France (Corsica Island)	\$0.5245	\$1.00
French Guyana	\$1.4346	\$1.00
Germany	\$0.6721	\$1.00
Greece	\$0.9092	\$1.00
Guadeloupe (St Barthelemy, St. Martin French Part Marie Galante)	\$1.4346	\$1.00
Hong Kong	\$0.5605	\$1.00
Hungary	\$0.9824	\$1.00
Iceland	\$1.2524	\$1.00
Ireland	\$0.9809	\$1.00
Israel-Bezeq (Not cover Palestinian Territories)	\$0.9998	\$1.00
Italy (Elba Island, San Marino, Vatican City}	\$0.7614	\$1.00
Japan	\$0.9745	\$1.00
Korea, South	\$0.7101	\$1.00
Latvia	\$0.9850	\$1.00
Luxembourg	\$0.8586	\$1.00
Macedonia	\$2.3663	\$1.00
Madeira Islands	\$1.7609	\$1.00
Martinique	\$1.6463	\$1.00
Mexico	\$1.0836	\$1.00
Monaco	\$0.9938	\$1.00
Netherlands	\$0.5234	\$1.00
New Zealand (Chatham Islands)	\$0.6820	\$1.00

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Country of Termination	Switched Origination-Switched Termination Rate per Minutes	Per Call Surcharge
Norway (Jan Mayen, Svalbard Islands)	\$0.6280	\$1.00
Panama	\$0.7758	\$1.00
Philippines	\$1.0274	\$1.00
Poland	\$0.9722	\$1.00
Portugal (Azores, Madeira)	\$1.7609	\$1.00
Reunion Island	\$1.4346	\$1.00
Russia	\$1.6124	\$1.00
San Marino	\$0.7614	\$1.00
Singapore	\$0.5189	\$1.00
Slovak Republic	\$1.6911	\$1.00
South Africa	\$1.3446	\$1.00
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.7742	\$1.00
St. Pierre & Miquelon	\$1.4346	\$1.00
Sweden	\$0.5796	\$1.00
Switzerland (Do not cover Liechtenstein)	\$0.4289	\$1.00
Ukraine	\$2.0061	\$1.00
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	\$0.6314	\$1.00
Vatican City	\$0.7614	\$1.00

5.3 EZ Route Fee Structure

This section provides pricing information for the EZ Route options as outlined in Section 1.6.3 of this Amendment.

- DTMF Menu & Database Routing - \$0.04 per call
- Install Fee - \$150 per toll free number - WAIVED
- Monthly maintenance fee - \$:50 per toll free number - WAIVED
- Speech Recognition Menu & Database Routing - \$0.08 per call
- Installation fee - \$150 per toll free number - WAIVED
- Monthly maintenance fee \$50 per toll free number – WAIVED

Note: The Installation Fee and Monthly Maintenance Fee per toll-free number have been waived.

6. Equipment Discounts

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6.1 Equipment discount does not apply to Voice and International Voice Services, and E-Z Route and Entire SA.

7. Taxes, Surcharges and Governmental Fees

7.1 CenturyLink will not bill Customer for taxes for which the Customer has provided a valid certificate of tax exemption. CenturyLink may be required to charge certain taxes to Customer, for which Customer may be liable. Until this Service is provisioned, CenturyLink is unable to provide an itemized list of these taxes as tax rates differ by state, county, city, district, product, component group code, product component, and application code. After Service is provisioned in accordance with this Service Attachment, applicable taxes and fees will be listed on Customer's billing statements.

8. Reporting Requirements

8.1 Reporting will be required as follows:

<i>Level 0</i>	Entire Contract			
<i>Level 1</i>	Agencies, Boards & Commissions	Higher Education	K-12 & Libraries	Cooperative Purchasing Members
<i>Level 2</i>	Individual Agencies, Boards, Commissions	Individual Colleges & Universities	Individual school districts	Individual co-op members
<i>Level 3</i>	Division or Work Group Level			
<i>Level 4</i>	By Account number			
<i>Level 5</i>	By ANI			

9. Cost Recovery Fee Data Requirements

9.1 **Application.** Cost Recovery applies only to OPTION D above.

9.2 **Fee / Percentages.** Cost Recovery Fee to be paid to the State of Ohio will be calculated on the following percentages:

Annual Volume Level	Rebate Percentage
\$0 to \$5,000,000	2%
\$5,000,001 to \$10,000,000	2.25%
\$10,000,001 or more	2.5%

9.3 **Implementation.** The following conditions control Cost Recovery with CenturyLink and the State of Ohio.

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(a) If CenturyLink receives the contract award, upon implementation of the contract, CenturyLink will offer the State of Ohio a pre-payment of approximately \$90,000 (\$750K Monthly Recurring * 6 Months * 2%), based on current estimated annual volume (purchases from Customers purchasing services under Option D, only).

(b) Approximately 6 months after award, CenturyLink will use the amounts invoiced for Customer's purchases (from Customers purchasing services under Option D, only) during the first six months after the implementation of the Agreement, to accomplish the following:

(1) If the actual Cost Recovery Fee exceeds the amount of the original pre-payment, then the difference will be added to the pre-payment Cost Recovery Fee for the next six months;

(2) If the actual Cost Recovery Fee does not exceed the amount of the original pre-payment, then the difference will be deducted from the pre-payment Cost Recovery Fee for the next six months;

(3) At the end of the 12-month contract term (when renewal options have not been exercised), any remaining balance would be paid to DAS or invoiced to DAS.

10. SLA Requirements

10.1 Service Level Agreement. The applicable Service Level Agreement is posted on CenturyLink's web site at www.awest.com/leaal ("SLA"), and is effective as of the last signature date of this Service Attachment. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. DAS represents and warrants that as of the date of this Attachment, and prior to both executing the Order Form and receiving the Service, that DAS (a) has had the opportunity to access and has in fact read the SLA, and (b) understands the SLA and the amount of SLA credits available therein.

10.2 SLA Amendments.

(a) CenturyLink reserves the right to amend the SLA effective upon posting to the web site or with prior notice to DAS.

(b) Notwithstanding the provisions in the applicable Service Attachments, if a service modification: (i) materially and adversely affects the Customer's legitimate use of Service; and (ii) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days prior written notice without liability for cancellation charges for the affected Service, provided, however that Customer provides CenturyLink written notification of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink thirty days to cure such modification. If Customer does not provide CenturyLink notice that it desires to terminate the affected Service during the time permitted in this section, Customer will have waived its right to terminate the affected Service under this section.

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11. Customer Support

11.1 Support / Spirit of Service. CenturyLink (NYSE: CTL) is a national, industry-leading communications company. The combination of CenturyLink and Qwest has created a company with proforma combined revenues of more than \$18 billion, a robust national 190,000 route mile fiber network, and a strong employee base of 47,000+ committed to the “Spirit of Service” and providing world-class services that exceed customers’ expectations for quality, value, and reliability.

The personalized attention provided by your dedicated Customer Account team is one of the reasons CenturyLink continues to have a long standing reputation for excellence within the state government marketplace. In addition to the Dedicated Service manager in Dublin, Ohio, CenturyLink will assign a primary point of contact within the Major Account Service Team ("MAST") to support Customer. The primary point of contact will serve as the interface to internal organizations within CenturyLink to support the timely resolution and response to inquiries, issues, and troubles posed by Customer. Additionally, after hours support for Customer will be supported by a defined team of MAST Service Specialists that will support all switched or dedicated toll-free numbers. The after-hours support team will answer the Board's calls on a priority basis. MAST management is also available to assist the primary point of contact and the after-hours team with backup and escalation support.

11.2 Escalation. CenturyLink's escalation procedure is designed to aid in the resolution of any and all service related issues in an expedient manner.

(a) Trouble Handling Procedures. Included in this section are CenturyLink's trouble resolution procedures. This information is provided for Customer to use as a general guideline when reporting troubles. It is the goal of CenturyLink to assist Customer in determining critical applications and resolution expectations, plus manage trouble resolution accordingly. CenturyLink's intention is to provide unequalled service and support to Customer.

(b) Escalation Procedures. CenturyLink's trouble reporting procedures automatically provide for timely, upward notification of problems not resolved with established standards. The priority level determines the length of time before the first management level is informed of a problem. Priority 1 outages require full resource application until repaired; escalation occurs around-the-clock until the outage is repaired. Customer may request increased escalation at any time that there is a perception that the problem is not being properly handled.

(c) Trouble Resolution Procedures. In addition to providing an Account Team, CenturyLink has a 24-hour, customer service support team. This provides enhanced support services to larger and more specialized customers. This group is staffed 24 hours a day, 7 days a week, 365 days a year.

11.3 Team Responsibilities. MAST 1-800-524-5249. Responsibilities of the Major Account Service Team (MAST):

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(a) Network Surveillance

- Monitors CenturyLink Network
- Originates trouble tickets when a critical or major alarm is generated on a circuit.
Critical Circuits include:
 - o DMS 250 Switch
 - o Digital Cross Connect System (DACS)
 - o Frame Surveillance
- Monitors CenturyLink Frame Switches
- Originates trouble tickets when an outage is generated on a switch that involves Customer Accounts

(b) Major Account Outage Notification Procedure

- When Network Surveillance detects an alarm in DMS 250, DACS, or SED units, the Network Surveillance Technician will:
- Originate a Trouble Ticket to be used as the Master Ticket Number in the event of a cut.
- Call MAST to advise of the outage, provide trouble ticket number, and send a broadcast page if necessary (in the event of a cut or DS-3 level outage).
- When contacted by Network Surveillance, the MAST Representative will:
 - o Refer to Customer profile,
 - o Call Contact provided and advise of the circuits affected and the problem status, and give the customer the trouble ticket number,
 - o The MAST Representative will escalate the trouble ticket immediately through MAST Lead Technician to Lead Technician in Remote Test Center,
 - o The Remote Test Center Technician will work Trouble Ticket, resolve and close with customer.

(d) MAST Escalations. Internal Escalation Intervals:

Trouble Type	Time to Ticket	Ticket to Pickup	Pickup to Initial Status	Subsequent Status Intervals
Critical (Multiple Customer Sites Down Hard)	Immediate	Immediate	30 Minutes	Every 60 Minutes
High (Single Customer Site)	Immediate	Immediate	60 Minutes	Every 60 Minutes
Medium (Partial Service)	Immediate	30 Minutes	60 Minutes	Every 2 Hours
Low (Intermittent Trouble)	Immediate	60 Minutes	60 Minutes	Based Upon Request*

11.4 Team Members. The Major Account Service Team (MAST) 1-877-842-8669 is designed to aid customers and quickly resolve service issues or line troubles. Additionally, the

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CenturyLink GES Markets -Ohio Team is designed to help customers with sales support, engineering, and billing issues.

(a) CenturyLink Communications deploys a dedicated Customer Account Team that is responsible for the installation, administration, service, engineering and planning for existing and future applications. The team consists of many CenturyLink professionals specializing in the following areas:

(1) Senior National Accounts Manager

The Customer Account Senior National Account Manger is responsible for overseeing the development, implementation, maintenance and growth of the DAS/CenturyLink partnership. In building a partnership with Customer, the SNAM will work for the client to develop key strategies and build the relationship for open communication. SNAM maintains daily contact with customers regarding contract, specifications, technical performance, schedule, and cost.

(2) National Account Manager

The National Account Manager is responsible for working with Customers on new products, as well as working with Customers on their future and existing needs. In an effort to meet customer needs, the NAM works closely with the account managers to ensure customer satisfaction

(3) Account Support Specialists

The Account Support Specialists are responsible for completing all orders associated with the installation, billing and maintenance of customer service. They are also responsible for processing customer service inquiries.

(4) Sales Engineer

The Sales Engineer is responsible for all engineering functions regarding network, equipment and application interface. The technical advisor is the lead contact on all problem resolution regarding these functions. The engineer is equipped to respond to information regarding the latest technology through continuous update and training and serves as a client technical advisor.

(5) Service Manager

The Service Manager supports Customer on trouble resolution to service interruptions or scheduled outages. He works directly with the Major Account Support Team (MAST) to quickly and effectively solve CenturyLink issues.

(6) Sales Support Manager

The Sales Support Manager is responsible for service delivery fulfillment and serves as the first point of escalation for the Account Consultants and Service Managers for provisioning, billing and trouble management.

(7) Sales Director

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The Sales Director is responsible for management performance, and completion of major new and existing telecommunications projects or programs. Manages and directs all phases of each project/program from inception to completion.

(b) These resources plus Customer Service Engineering, Billing, Fraud and Abuse and the Network Management Team are available to support the Customer's specific needs. Unlike other larger carriers, CenturyLink offers more flexibility to customize your services quickly.

(c) **Hours.** Normal business hours are from 8am to 5pm EST.

(d) The Government Account Team should receive all service inquiries and trouble reports during normal business hours. The MAST may also receive service inquiries or reports should Customer be unable to reach the Government Account Team.

12. Conversion Plan for Existing Customers

12.1 CenturyLink Customers. CenturyLink currently provides Long Distance Service to DAS and most agencies thereunder. Thus, there will be no conversion upon execution of the Agreement or this Service Attachment.

12.2 Adding Services. In the event that Customer would be interested in switching to CenturyLink and adding Services hereunder, the account team will coordinate with Local Exchange Carriers and with Customer for a seamless conversion.

13. Coverage maps

13.1 Coverage Area. CenturyLink can provide Long Distance Service from any location within the State of Ohio to any US location and over 230 countries.

13.2 Map. For complete maps of CenturyLink's coverage area for Voice and Long Distance Services, visit the CenturyLink website at:

http://gbmg.qwest.net/customer/maps/downloads/NAFiber_PL_Map.jpg.

14. Additional information

14.1 There is no additional information to be provided at this time.

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APPENDIX 1

CHARGE CALCULATION EXAMPLES

Appendix 1 provides an example of how the following charges are calculated:

- Annual Usage MRC
- Excess Usage Charges
- Early Termination Charge

Annual Usage MRC – If the Qualifying Customer selects an Annual Usage Allowance of 7,000,000 minutes, the Annual Usage MRC will be \$9,333.00 per month for each month in the Annual Period. Note: This charge will be paid even if the actual minutes of use are less than the Annual Usage Allowance.

Excess Usage Charge – If the Qualifying Customer described above has an actual use of 8,000,000 minutes, then Qwest will issue a true-up statement for an Excess Usage Charge of \$18,500 which is calculated as follows: Excess Usage rate (\$.0185) multiplied by the Excess Usage for the Annual Period (1,000,000 minutes).

Early Termination Charge – If the Qualifying Customer described above terminates the service 2 months into the Minimum Service Term and has an actual usage of 2,000,000 minutes as of the termination date, then the annualized usage would be calculated as 12,000,000 minutes (An average of usage of 1,000,000 minutes per month multiplied by 12 months). Customer would be required to pay the following Early Termination Charges:

- Annual Usage MRC of \$93,330 which is calculated as follows: The MRC of \$9,333 multiplied by the remaining ten months of the Minimum Service Term.
- Excess Usage Charge of \$92,500 which is calculated as follows: 5,000,000 minutes of Excess Usage (based on the annualized yearly total of 12,000,000 less the 7,000,000 minutes Annual Usage Allowance) multiplied by \$0.0185 per minute.
- Cancellation Charges as applicable.

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APPENDIX 2

**CENTURYLINK DOMESTIC OUTBOUND LONG DISTANCE AND DOMESTIC TOLL
FREE SERVICES (“Services”)
SERVICE LEVEL AGREEMENT (“SLA”)**

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CENTURYLINK DOMESTIC OUTBOUND LONG DISTANCE AND DOMESTIC TOLL FREE SERVICES
("Services")

SERVICE LEVEL AGREEMENT ("SLA")

(not applicable to services offered under the CenturyLink Wholesale and Enhanced Services Agreements)

For Illustrative Purposes Only

This SLA applies to domestic outbound long distance and domestic toll free services (together "Service") ordered by CenturyLink customers ("Customer") pursuant to a signed agreement ("Agreement") with Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink"). Capitalized terms not defined in this SLA are defined in the Agreement. This SLA does not provide performance objectives and related remedies for any local access services provided by CenturyLink to Customer under a separate agreement.

1. Definitions

The definitions applied to the following capitalized terms will control for purposes of this document only.

- (a) "Calendar Month" means the period beginning at 12:00 midnight on the first day of a month and ending at 11:59PM on the last day of that month.
- (b) "CenturyLink Circuit Switch Network" will refer to the circuit switch network located within those areas in the United States Mainland where CenturyLink is legally permitted to provide the Service to Customer and is comprised only of CenturyLink On-Net Facilities. The CenturyLink Circuit Switch Network will not include any access facilities to that network, local access circuits, or tail circuits provided by any carrier or local access provider or any Customer premises equipment.
- (c) "CenturyLink On-Net Facilities" will refer to physical media, including switches, circuits, and/or ports that are owned and operated by: (i) CenturyLink; or (ii) a wholly or partially owned subsidiary of CenturyLink. CenturyLink On-Net Facilities will not include any access facilities, local access circuits, or tail circuits provided by any carrier or local access provider.
- (d) "United States Mainland" will refer to the District of Columbia and the 48 contiguous United States of America.

2. CenturyLink Inbound and Outbound Voice Network Availability Guarantee For Domestic Services

In the event that the CenturyLink Circuit Switch Network supporting the Service to be provided to Customer by CenturyLink in accordance with the agreement is subject to an interruption, (other than as noted in the Exclusions or a network busy condition,) which completely disallows CenturyLink from originating or terminating calls to such location ("Network Non-Availability"), Customer will be compensated by receiving credits in accordance with the network availability provisions set forth in this section.

For all Service provided to Customer, CenturyLink will ensure that, on average, such Service is available on the CenturyLink Circuit Switch Network for Customer's use 99.95% of each Calendar Month ("Average Monthly Network Availability"). For purposes of this document, Average Monthly Network Availability will be determined in accordance with the following calculation:

Average Monthly Network Availability =

$(1 - [\text{Total minutes of Network Non-Availability per "Impacted Service" (as hereinafter defined) per Calendar Month} / \{(\text{number of days in the Calendar Month}) \times (24 \text{ hours}) \times (60 \text{ minutes})\}]) \times 100\%$

In the event that, for a particular Calendar Month, Average Monthly Network Availability will fall below 99.95% for a particular Impacted Service, Customer will receive a credit ("Performance Credit") for such month in accordance with the following schedule ("Performance Credit Schedule"), the amount of which Performance Credit will be equal to the designated percentage, (as set forth in the Performance Credit Schedule) multiplied by Customer's United States Mainland voice charges for usage of the Impacted Service for that Calendar Month, (after such usage has been

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reduced by both: (i) all applicable taxes and tax related surcharges; and (ii) all applicable discounts and credits ("Eligible Voice Charges").

For purposes of this document, the Service will be considered available to Customer until the date/time of: (i) CenturyLink's receipt from Customer of notice of the unavailability of such Service and the prompt issuance of a CenturyLink trouble ticket; or (ii) CenturyLink's detection of an outage and prompt issuance of a trouble ticket ("Service Non-Availability Notice"). A period of Network Non-Availability will commence upon the Service Non-Availability Notice and conclude upon the date/time of "Service Restoration." "Service Restoration" is defined as the Service's capability to be working within applicable industry standards.

1.1.1.1.1.1.1.1.1 Performance Credit Schedule	
Average Monthly Network Availability	Amount of Performance Credit (as a percentage of Customer's Eligible Voice Charges of a particular Impacted Service)
100.00% to 99.95%	0%
99.949% to 99.800%	5%
99.799% to 99.600%	10%
99.599% to 99.500%	15%
99.499% to 98.00	20%
Below 98.00%	25%

As used herein, "Impacted Service" will be defined as a particular trunk or unique working telephone number ("WTN") or Toll-Free number for which the Service is unavailable; provided, however, that a particular trunk, WTN or Toll-Free number will not be deemed an "Impacted Service" in the event that the Service is unavailable to such trunk, WTN or Toll-Free number due to any event deemed an "Exclusion" (as hereinafter defined) or due to a network busy condition. Only failures on the CenturyLink Circuit Switch Network will be eligible for credits set forth in this section. Failures outside the CenturyLink Circuit Switch Network will not be deemed a period of network Non-Availability.

3. Domestic U.S. Dedicated Access Facilities Availability Guarantee

In the event that the Domestic U.S. Dedicated access facilities, if any, provided by CenturyLink to Customer to connect the premises of Customer to the CenturyLink Circuit Switch Network are subject to an interruption (other than as noted herein) which prevents Customer from originating and terminating calls to such a location via the access facility ("Access Facility Non-Availability"), Customer will be compensated by receiving credits in accordance with the provisions set forth in this section. CenturyLink will ensure that, on average, such CenturyLink provided access facilities are available for Customer's use 99.50% of each Calendar Month ("Average Access Facility Availability"). For purposes of this document, Average Monthly Access Facility Availability will be determined in accordance with the following calculation:

Average Monthly Access Facility Availability =

$$(1 - [\text{Total minutes of Access Facility Non-Availability per CenturyLink provided access facility per Calendar Month}] / \{(\text{number of days in the Calendar Month}) \times (24 \text{ hours}) \times (60 \text{ minutes})\}) \times 100\%$$

Subject to the Exclusions set forth herein, in the event that, for a particular Calendar Month, Average Monthly Access Facility Availability will fall below the percentage shown in the credit schedule included in this section, Customer will receive a credit equal to the lesser of: (i) the designated percentage, (as set forth in the schedule included in this section,) multiplied by Customer's United States Mainland voice charges for usage on the affected access facility for State of Ohio – Dept of Admin Services NSP26846 to MSA – Q490055

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that Calendar Month (after such usage has been reduced by both: (a) all applicable taxes and tax related surcharges; and (b) all applicable discounts and credits, ("Eligible Usage Charges"); or (ii) \$1,000 for an access facility with a rate of DS-1 and \$2,500 for an access facility with a rate of DS-3 or above.

For purposes of this document, an access facility will be considered available to Customer until the date/time of: (i) CenturyLink's receipt from Customer of notice of the unavailability of such access facility and the prompt issuance of a CenturyLink trouble ticket; or (ii) CenturyLink's detection of an outage and prompt issuance of a trouble ticket ("Access Facility Non-Availability Notice"). A period of Access Facility Non-Availability will commence upon the Access Facility Non-Availability Notice and conclude upon the date/time of "Access Facility Restoration." "Access Facility Restoration " is defined as the access facility's capability to be working within applicable industry standards.

1.1.1.1.1.1.1.2 Credit Schedule for DS-1 and DS-3 or greater Access Facility Availability		
Upper Level	Lower Level	Amount of Credit (as a % of the Eligible Usage Charges for the affected access facility)
100.00%	99.50%	0%
99.49%	99.01%	5%
99.00%	98.51%	5%
98.50%	98.01%	10%
98.00%	97.51%	10%
97.50%	97.01%	15%
97.00%	96.51%	15%
96.50%	96.01%	20%
96.00%	0.00%	20%

4. Re-route of Inbound Circuit Switch Voice Service

If a Toll-Free line provided by CenturyLink to Customer is subject to a "Service Disruption," CenturyLink will, within 15 minutes of the exact time of completion of the Confirmation Process, (as hereinafter defined), reroute traffic from the Affected Toll-Free Line, (as hereinafter defined) to any working number: (i) terminating in the United States Mainland; and (ii) which is provided by CenturyLink to Customer ("Alternate Termination Location"). If CenturyLink fails to reroute such traffic within 15 minutes after completion of the Confirmation Process ("Toll-Free Line Outage"), CenturyLink will credit to Customer's account an amount equivalent to the lesser of: (i) 100% of the usage for the Affected Toll-Free Line for the entire Calendar Month in which the Toll-Free Line Outage occurred; or (ii) 110% of the usage for the Affected Toll-Free Line in the Calendar Month prior to the Calendar Month in which the Toll-Free Line Outage occurs. Such credits will be calculated after application of discounts and credits.

"Service Disruption" is defined as a degradation in the performance of a toll-free line provided by CenturyLink to Customer ("Affected Toll-Free Line") which completely disallows CenturyLink from terminating calls to such Affected Toll-Free Line.

The "Confirmation Process" is defined as: (i) Customer's telephonic notification to a CenturyLink Customer Service Representative of a Service Disruption and the furnishing by Customer of certain information (including Customer's name and address, Customer's CenturyLink account number and the Affected Toll-Free Line, the ANI and/or Dedicated Circuit Identification of the Alternate Termination Location subscribed to by Customer and the approximate State of Ohio – Dept of Admin Services
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time the Service Disruption began); and (ii) acknowledgment from such CenturyLink Customer Service Representative that traffic to the Affected Toll-Free Line will, in accordance with the terms of this guarantee in this section, be rerouted within 15 minutes of the conclusion of Customer's telephone call to CenturyLink.

The credit will be applied within 60 days of the Service Disruption. The credit will be calculated based on all calls to the Affected Toll-Free Line(s) and applied to Customer's interstate usage.

CenturyLink is guaranteeing only that calls will be rerouted within 15 minutes upon completion of the Confirmation Process, not that service will be restored to the main location in that timeframe. This guarantee does not apply and a Service Disruption will not be deemed to have occurred in the event calls are not originated or terminated due to network busy conditions.

A maximum of 5 affected toll free numbers per Customer, per occurrence will be covered under the guarantee in this section.

In order to be eligible for a credit or the re-route of such service, Customer is required to designate and provide to CenturyLink an Alternate Termination Location with enough capacity to adequately handle or terminate the rerouted traffic. Other than as set forth herein, CenturyLink will not be responsible or liable for uncompleted calls due to problems with the Alternate Termination Location or insufficient capacity or number of lines at the Alternate Termination Location designated by Customer. Customer understands that CenturyLink will bill for such redirected calls in accordance the terms set forth in the applicable tariff or agreement under which CenturyLink is providing the service to Customer and the service termination method of such re-routed calls.

The guarantee in this section will not apply to the unavailability of a Toll-Free line for any of the following events:

- (a) A service disruption occurs during any period when Customer has released the service to CenturyLink for maintenance or rearrangement purposes, or for the installation or deinstallation of a Customer order;
- (b) A service disruption occurs during a period when Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
- (c) A service disruption is caused by the failure of the National Service Management System ("SMS") 800 database and/or system;
- (d) CenturyLink is not the Responsible Organization (as hereinafter defined) for the Affected Toll-Free Line;
- (e) Customer is utilizing CenturyLink's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services;
- (f) A service disruption caused by Customer's use of CenturyLink services in any unauthorized or unlawful manner and/or breach of a term set forth in the agreement under which CenturyLink is providing the Service to Customer; and/or
- (g) A service disruption is caused by or resulting from a force majeure event beyond the reasonable control of CenturyLink including, but not limited to, and act of God, government regulations or national emergency.

5. Chronic

Subject to the terms, exclusions and restrictions described herein, if, during three consecutive Calendar Months or any six Calendar Months in any 12 month period, (i) the aggregate amount of credits received by Customer in accordance with this document for a particular Impacted Service, exceeds 25% of Customer's total monthly usage charges associated with such service, after application of any discounts or credits, for that Impacted Service or (ii) Customer is entitled to the maximum available credit for an affected access facility under Section 3, Customer may, upon 30 days' prior written notice to CenturyLink, terminate the Impacted Service or affected facility without incurring any early termination charges associated with such Impacted Service or facility except for usage charges accrued to the date of termination.

Subject to the terms, exclusions and restrictions described herein, if, during any two Calendar Months in any 12 month period, the aggregate amount of credits received by Customer in accordance with this document for all Impacted Services and affected facilities exceeds 15% of Customer's total monthly charges, after application of any discounts or credits, for all of Customer's Circuit Switched Network voice usage facilities during such month, Customer may, upon 30 days' prior written notice to CenturyLink, terminate all of the inbound and/or outbound circuit switched voice service in the United States Mainland provided by CenturyLink to Customer and associated access facilities, without incurring any

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early termination charges associated with the Services, except for usage charges accrued to the date of termination. Customer's right to terminate the Services in accordance with this section will not apply during any 12 month period in which Customer had less than 5 access facilities or diverse locations utilizing Services and will not apply to services other than the Services."

Customer must exercise any termination right available to it under this section within 30 days after Customer first becomes eligible to exercise the applicable termination right. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to the applicable termination right, have waived its right to such termination right.

In the event Customer is unable to meet the monthly commitment for all services being provided by CenturyLink to Customer under the agreement applicable to the Services as a direct result of the termination of an affected facility, Impacted Service or the Services pursuant to this document, Customer and CenturyLink will negotiate in good faith to reach an alternative monthly commitment which will be in consideration of eligible revenue to CenturyLink for which Customer no longer receives credit in determining whether the monthly commitment is satisfied.

6. General Terms and Conditions

Service is regulated as explained in Customer's Agreement with CenturyLink. In the event the terms of this document are inconsistent with a state tariff, the tariff will apply.

To be eligible for credits under this document, Customer must, in addition to complying with the other terms included in this document, submit necessary supporting documentation and request reimbursement or credits hereunder within 60 days of the conclusion of the service month in which the requisite unavailability or service degradation occurs. In the event Customer fails to comply with the condition set forth in the immediately preceding sentence, Customer will, with respect to that remedy, have waived its right to such remedy.

Cumulative credits for all performance objectives included in this document for the Services for any Calendar Month must exceed \$25.00 to be processed.

The remedies included in this document are Customer's sole and exclusive remedies for disruption or degradation of the Services and will apply in lieu of any other service interruption guarantee or credit, outage guarantee or credit or performance credit for which Customer might have otherwise been eligible.

The objectives and related remedies set forth in this document will not apply to CenturyLink services other than the Services.

7. Exclusions and Restrictions

The guarantees set forth in Sections 2 and 3 of this document will not apply in the event that the Services are unavailable or impaired due to any of the following (which will be referred to collectively as "Exclusions"):

- (a) Interruptions or times of service degradation of the services that have been provisioned but not accepted by Customer or services for which orders have been processed within the last 10 business days;
- (b) Interruptions or times of service degradation caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Customer's service;
- (c) Interruptions or times of service degradation due to failure of power at Customer premises or failure or poor performance of Customer premise equipment;
- (d) Interruptions or times of service degradation during any period in which CenturyLink or its agents are not afforded access to the premises where the access lines associated with Customer's service are terminated, provided such access is reasonably necessary to prevent a degradation or to restore service;
- (e) Interruptions or times of service degradation during any period when CenturyLink has posted on the CenturyLink Web site or communicated to Customer in any other manner that Customer's service will be

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- unavailable for maintenance or rearrangement purposes, or Customer has released the service to CenturyLink for the installation of a customer service order;
- (f) Interruptions or times of service degradation during any period when Customer elects not to release the service(s) for testing and/or repair and continues to use it on an impaired basis;
 - (g) Interruptions or times of service degradation resulting from force majeure events beyond the reasonable control of CenturyLink including, but not limited to, acts of God, government regulation, labor strikes, national emergency or war (declared or undeclared) or a power surge outside of CenturyLink's network;
 - (h) Interruptions or times of service degradation resulting from Customer's use of the service in an unauthorized or unlawful manner;
 - (i) Interruptions resulting from the failures of third party provided databases, including, without limitation, SMS on such databases used for local number portability;
 - (j) Toll free failures where CenturyLink does not act as Responsible Organization. Customer does not select CenturyLink as the "Responsible Organization" (as hereinafter defined) for all toll-free numbers ("8XX Numbers") ordered by Customer pursuant to the agreement under which CenturyLink is providing the Services to Customer. As used herein, "Responsible Organization" will be defined as the entity appointed by Customer to act as its agent with respect to the ordering and obtaining of 8XX Numbers on Customer's behalf from the 8XX SMS and managing and administering the records contained in SMS that pertain to such 8XX Numbers;
 - (k) A service disruption due to network busy conditions pursuant to which CenturyLink is providing the Services to Customer;
 - (l) Interruptions or times of service degradation resulting from a CenturyLink disconnect for Customer's breach of a term set forth in the agreement under which CenturyLink is providing the Service to Customer;
 - (m) Interruptions or times of service degradation resulting from incorrect, incomplete or inaccurate orders from Customer;
 - (n) Customer is utilizing CenturyLink's Toll-Free Verified and Non-verified PAC, GeoRouting, or Menu Routing services; or
 - (o) Customer is utilizing terminations to toll free numbers managed another carrier when invoking Transfer and Release, Dedicated Termination Overflow and Busy Ring No Answer services.

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

6000 Parkwood Pl Dublin, OH 43016
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

Not Applicable _____
(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

6000 Parkwood Pl Dublin, OH 43016
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

Not Applicable _____
(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

Not Applicable
(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Not Applicable
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: 
Contractor

Print Name: Brad Davis

Title: Account Manager

Date: 12-27-2011