

8XX OUTBOUND AMENDMENT

THIS AMENDMENT NO. 1 (this "Amendment") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") and State of Ohio Department of Administrative Services ("Customer"), hereby amends the Master Service Agreement, CenturyLink Content ID Number(s), OMR: Q490055, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. The offer contained in this document is only valid through February 15, 2012 and will expire if Customer does not execute and deliver the Agreement to CenturyLink on or before that date.

CenturyLink and Customer wish to amend the Agreement as follows:

1. The following clauses are hereby added to the Service Attachment I to OIT MSA, Qwest Voice Service Exhibit & International Voice Pricing Sheet / State of Ohio MSA, SERVICE ATTACHMENT 1 TO THE MASTER SERVICE AGREEMENT, Section 1.4 Domestic Voice:

CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place 8XX Outbound TDM or IP calls to CenturyLink owned or non-CenturyLink owned 8XX numbers on Customer's CenturyLink dedicated access lines ("DALs"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications.

8XX Outbound Service Limitations. CenturyLink provides 8XX Outbound by routing and terminating the toll-free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed toll-free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink will provide reasonable support to help troubleshoot problems with toll free origination, connectivity, and termination once the call is delivered to the LEC for re-origination. Because all outbound toll free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll-free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

2. The following language is hereby added to the Charges section of the Domestic Voice Services Exhibit:

Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound long distance (1+). Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed toll-free numbers belong to CenturyLink. 8XX Outbound will not receive QTA discounts, but will contribute toward the QTA Revenue Commitment.

3. Miscellaneous. This Amendment will be effective on the date CenturyLink signs it and be incorporated by this reference into the Agreement. All other terms and conditions in the Agreement will remain in effect. This Amendment and the Agreement set forth the entire understanding between the parties as to the Amendment subject matter, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by CenturyLink.

QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC

By: [Signature]
Name: Kim Mortensen on behalf of David Stoffle
Title: Director, Offer Management
Date: 3/5/2012

CUSTOMER: STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES

By: [Signature]
Name: Stuart R. Davis
Title: State CIO/Asst Director
Date: 3-15-2012