

**AMENDMENT NUMBER 1
TO SERVICE ATTACHMENT 1**

ADD OPTION E: FLAT RATE PRICING

This is an Amendment to modify Service Attachment 1, dated July 21, 2006, between The Office of Information Technology ("OIT") on behalf of the State of Ohio and Qwest Communications Corporation. ("Qwest" or "Vendor")

WHEREAS, OIT desires to include a Flat Rate pricing option for Voice services and the corresponding general provisions thereof; and

WHEREAS, the Parties desire to execute this Amendment to said Service Attachment 1.

NOW THEREFORE, in accordance with the Master Service Agreement and Service Attachment 1, and in consideration of the conditions and covenants contained herein, the Parties mutually agree as follows:

1. As of the Effective Date of this Amendment, Service Attachment 1 will be modified as follows:
 - Section 1.4.2 (Term / Effective Date) of Service Attachment 1 is deleted in its entirety.
 - Section 5.1 (Domestic Voice Fee Structure) is modified by the addition of Section 5.1.6 "Option E: Flat Rate Pricing on an Annual Use Basis," which Section 5.1.6 will include the text set forth in Attachment 1 hereto.
 - Section 5.2.3.a (Switched Origination to Switched Termination Rate Schedule) is modified to include an additional five (5) percent discount off international outbound long distance rates for services purchased under Option E.
2. All other terms and conditions of Service Attachment 1 not otherwise supplemented and/or amended shall remain unchanged and in full force and effect.

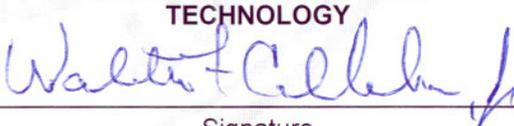
IN WITNESS WHEREOF, the Parties have executed this Amendment, which shall be effective on the date signed by OIT.

**QWEST COMMUNICATIONS
CORPORATION**

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



Signature



Signature

Richard Fernandez
Printed Name

Walter F. Cavanaugh, Jr.
Printed Name

Director, Offer Management Acting Director/State CIO
Title

Director
Title

12/19/06
Date

2-2-07
Effective Date

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

Description of Option E - This option to purchase voice service in “blocks 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 Qwest.
- Minimum of 75% of minutes of use of Qualifying Services must be Interstate.
- Qualifying Customer’s NPA/NXX must be acceptable to Qwest’s in its sole discretion.
- Qualifying Customer’s DS-1 local access loops must be acceptable to Qwest in its sole discretion.
- Qualifying Customer must not be in default under any terms of the Master Services Agreement, Service Attachment 1, or this Amendment.

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.

Pricing 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.

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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 Qwest 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”):
 - 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 Qwest 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 Qwest, or if a Subscribing Entity does not meet one or more of the Qualifying Customer requirements, then Qwest 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.

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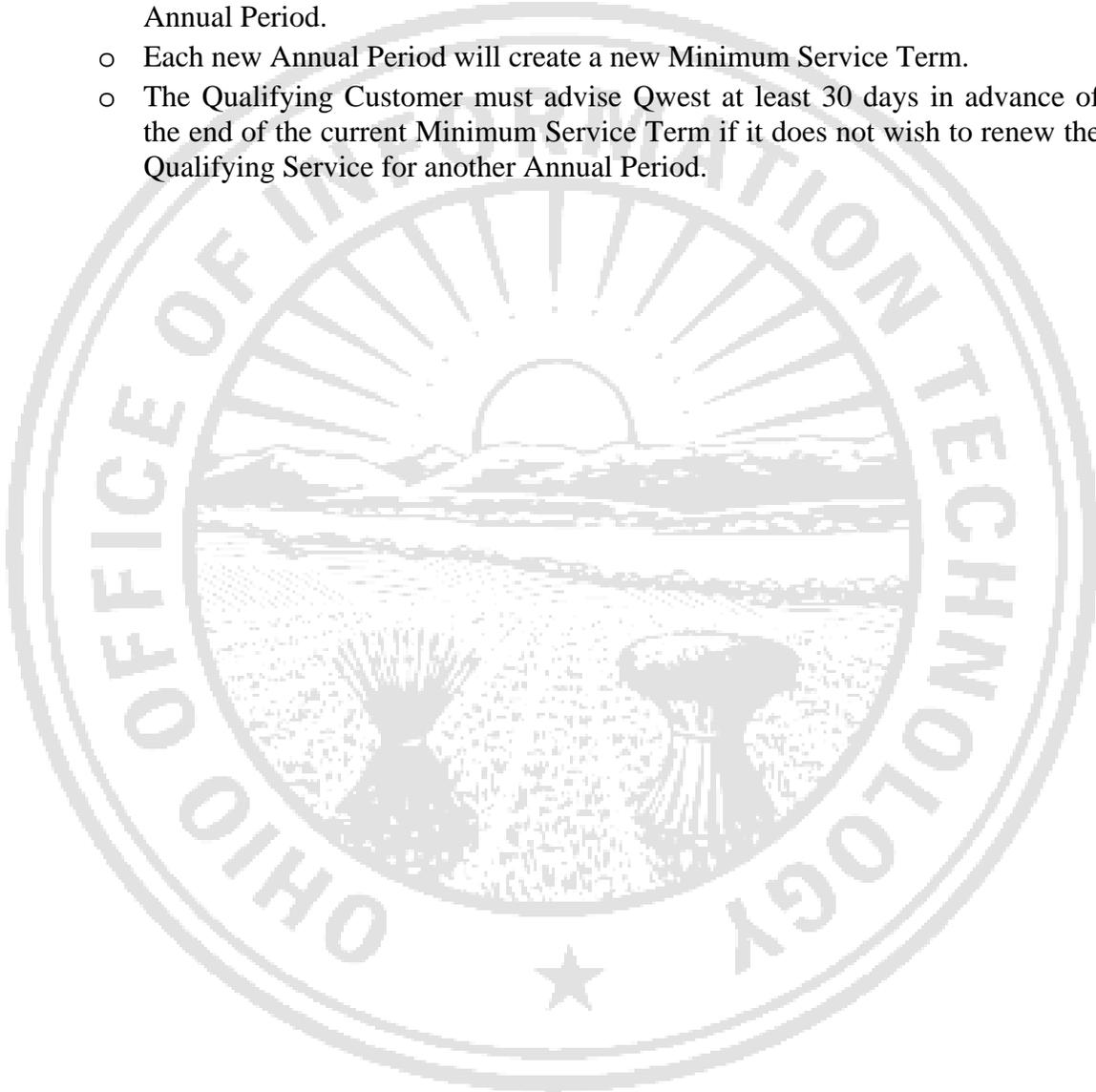
- **Implementation** - Any new rates specified herein applicable to a Qualifying Customer's existing Qualifying Services will become effective within 45 days of the date the Qualifying Customer selects its initial Annual Usage Allowance.
- **Termination of Service**
 - Qwest may terminate the Qualifying Service if at anytime it is discovered that the conditions for Qualifying Service and/or Qualifying Customer are no longer being met.
 - Qualifying Customer(s) will pay to Qwest all applicable Early Termination Charges as a 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 Qwest at least 30 days prior to each Annual Period.
- **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 Qwest 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.

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- **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 Qwest 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.



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 minute Annual Usage Allowance) multiplied by \$0.0185 per minute.
- Cancellation Charges as applicable.