SERVICE ATTACHMENT #2
Interexchange (Long Distance) Services

This Service Attachment (the "Service Attachment"), is entered into between Sprint Solutions, Inc. ("Service Provider") having an office at 12502 Sunrise Valley Drive, Mailstop: VARESA0208, Reston, VA 20196, and the State of Ohio, Department of Administrative Services, ("the State"), having its principal place of business at 30 E. Broad St. – 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. This Service Attachment amends that certain Master Services Agreement (MSA or Agreement) between the Parties dated December 29, 2011.

Service Overview

1. Sprint Voice Solutions

Description of Service

1. **Sprint Voice Solutions**

Sprint Voice Solutions is a comprehensive program which offers a powerful platform of products, flat-rate pricing and advanced technology.

Tailored Solutions

Sprint Voice Solutions allows the Subscribing Entity to combine telecommunications services to achieve a higher-volume commitment level, resulting in a lower base rate on your long-distance services. The long-distance services eligible for the lower base rate include the following:

- Outbound services
- Toll-free services
- Calling card
- Switched Digital Services

Services which contribute to the higher-volume commitment level and thus a lower rate for the previously listed services include:

- IP services
- Data services access
- Specified private line services

Advanced Technology

The Sprint Intelligent Network ensures the transmission reliability and survivability the Subscribing Entity demands. Millisecond restorals, made possible by our unique, self-healing Synchronous Optical NETwork (SONET) rings, provide exceptional reliability.

Sprint's Wireline Services include individually priced services as listed in the following sections.

1. **Sprint Voice Solutions**

Sprint Voice Solutions offered through this Service Attachment include the following:

- Dedicated, Switched, and FONCARD Interstate Outbound
- Dedicated and Switched Interstate Toll Free Service Usage
- Ohio Dedicated, Switched, and FONCARAD Intrastate Outbound
- Ohio Dedicated and Switched Intrastate Toll Free Service Usage
- Dedicated Intrastate Sprint Voice Solutions Outbound Service Discount for all other states
- Switched Intrastate Sprint Voice Solutions Outbound including Sprint Voice Solutions FONCARD Service Discount for all other states
- Dedicated Intrastate Sprint Voice Solutions Toll Free Usage Service Discount for all other states

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- Switched Intrastate Sprint Voice Solutions Toll Free Usage Service Discounts for all other states
- International (Domestic Origin) Sprint Voice Solutions Outbound and Sprint Voice Solutions FONCARD Service Usage discount
- International Sprint Voice Solutions Toll Free Service Usage discount

PRICING PROVIDED BELOW DOES NOT INCLUDE APPLICABLE TAXES, FEES OR SURCHARGES.

1. SPRINT VOICE VPN SOLUTIONS

A. Sprint will charge Subscribing Entities a fixed Net Effective Usage Rate for its interstate Outbound Service Usage Charges in the applicable amount from the table below.

Call Type	Price Per Minute
On-On	$0.0140
On-Off	$0.0150
Off-On	$0.0150
Off-Off	$0.0270

B. Sprint will charge Subscribing Entities a fixed Net Effective Usage Rate for its interstate Toll Free Service Usage Charges in the applicable amount from the table below.

Call Type	Price Per Minute
Dedicated	$0.0150
Switched	$0.0270

C. Sprint will charge Subscribing Entities a fixed Net Effective Usage Rate for its intrastate Outbound Service Usage Charges in the following state(s) in the applicable amount from the table below.

	Price Per Minute			
State	On-On	On-Off	Off-On	Off-Off
All	$0.0140	$0.0256	$0.0256	$0.0540

D. Sprint will charge Subscribing Entities a fixed Net Effective Usage Rate for its intrastate Toll Free Service Usage Charges in the following state(s) in the applicable amount from the table below.

	Price Per Minute	
State	Dedicated	Switched
All	$0.0480	$0.0860

E. Should Subscribing Entities' intrastate usage exceed 10% outside the State of Ohio Sprint reserves the right to re-price intrastate service.

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Terms and Conditions

1. **CHARGES.** Service Provider may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs Service Provider incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Service Provider contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Service Provider in good faith has treated as exempt, including but not limited to, information services, Service Provider will invoice the State the CUSC for such Services beginning on the date established by the FCC as the date such services became subject to USF contributions. The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. Service Provider may impose additional charges or surcharges to recover amounts Service Provider is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges, and to recover increased access costs imposed on Sprint as a result of the Subscribing Entity's specific traffic patterns, network configuration or routing protocol.

2. **SPRINT VOICE SOLUTIONS.** Sprint will charge Subscribing Entities the Net Effective Usage Rates equivalent to the Sprint Voice Solutions, 2 year Term, 120,000 level on its interstate, intrastate and international Sprint Voice Solutions Service Usage Charges, except as stated in this Service Attachment.

3. **ADDITIONAL PROVISIONS**

   3.1 **General.** Sprint Communications Company L.P. provides the Products and Services priced in this Service Attachment. This Service Attachment's rates, charges, and discounts are in lieu of any promotions or discounts that are available under the Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Service Attachment are in the applicable Schedule, Tariff or public price list.

   3.2 **Credits and Discounts.** Subscribing Entities must be in compliance with all material terms and conditions of this Service Attachment to be eligible for any Credits or Discounts under this Service Attachment.

   3.3 **Access at Subscribing Entity's Premise.** For Sprint-provided access, Sprint will provide the connection between the Sprint Point of Presence and the Demarcation Point. Subscribing Entity is responsible for the connection, i.e. cable or wire, between the Demarcation Point and the Subscribing Entity's site. For Subscribing Entity-provided access, Subscribing Entity is responsible for the access from Subscribing Entity's premise to the Sprint Point of Presence or Sprint Point of Presence Serving Wire Center, dependent on the access arrangement being purchased.

   3.4 **Disconnect Notice.** Subscribing Entity must submit a proper TSR Order for disconnection of long distance services. This TSR Order will be the only notice that the Subscribing Entity must issue. The Service Provider, through its Local Account Support Team, will be responsible for notifying any and all access providers to complete the disconnection of long distance services. For billing purposes, disconnection occurs thirty (30) days after the Service Provider receives a proper TSR Order from the Subscribing Entity.

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3.5 **Privacy**. Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's Subscribing Entities' information practices and applies to the provisioning of the Products and Services.

3.6 **Rates and Conditions Website.** The Subscribing Entity's use of Service Provider Products and Service is also governed by the applicable Tariffs and Schedules.

3.7 **Sprint Assets Located at Subscribing Entity's Premises.** For certain Services, Service Provider may furnish its own equipment to be used at the Subscribing Entity's location in connection with the Services ("Sprint On-Site Equipment"). Service Provider retains all rights, title and interests to Service Provider On-Site Equipment, whether or not embedded in or attached to the Subscribing Entity's real or personal property. The Subscribing Entity neither owns nor will acquire any right of ownership to Service Provider On-Site Equipment. Upon termination or expiration of the Agreement or any applicable TSR Order the Subscribing Entity will surrender and immediately return Service Provider On-Site Equipment to Service Provider or will provide Service Provider with access to reclaim Service Provider On-Site Equipment.

3.8 **Software License.**

A. **Licensing Requirements.** Where software is provided with a Product or Service, the Subscribing Entityis granted a perpetual, non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable the Subscribing Entity to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of Service Provider's software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation. Service Provider may suspend, block or terminate the Subscribing Entity's use of any software if the Subscribing Entity fails to comply with any applicable licensing requirement.

B. **Prohibitions.** The Subscribing Entitymay not use software on behalf of third parties or for service bureau activities, or to use or obtain any source code. The Subscribing Entity may not reverse engineer, decompile, modify, enhance, or copy Service Provider - provided software.

C. **Ownership.** Service Provider or its suppliers retain title and property rights to all software. Upon termination or expiration of the Agreement or the applicable Service, the related software license will terminate and the Subscribing Entity will return all copies of software to Service Provider or provide certification that it has permanently deleted all Service Provider-provided software from the Subscribing Entity's-owned Equipment, other than software that resides on wireless devices purchased by the Subscribing Entity.

3.9 **RESPONSIBILITY.**The Subscribing Entity is responsible for any items not provided by Service Provider, including but not limited to third party equipment or software that impair Product or Service quality. If Service Provider detects an impairment then the parties will reasonably cooperate to determine the cause of the impairment and to cure the problem. If the Parties are unable to cure the impairment, then either Party may cancel the affected Products and Services. The Subscribing Entity will continue to pay Service Provider for Products and Services during such impairment or related suspension; provided, however, if the Parties have a good faith

dispute regarding whether Subscribing Entity is obligated to pay such charges, they will settle the dispute pursuant to the terms of this Agreement. If the impairment interferes with the use of the Service Provider Networks by Service Provider or third parties, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to the Subscribing Entity, although Service Provider will provide advance notice where reasonably practical. Service Provider is not liable if a commercially reasonable change in Service Provider Products or Services causes equipment or software used by the Subscribing Entity becomes obsolete, requires alteration, or performs at lower levels.

3.10 Installation. The Subscribing Entity will reasonably cooperate with Service Provider or Service Provider's agents to enable installation of the Products and Services. The Subscribing Entity is responsible for damage to Service Provider On-Site Equipment, excluding reasonable wear and tear or damage caused by Service Provider.

3.11 Use of Products and Services.

A. Acceptable Use Policy. The Subscribing Entity must conform to the acceptable use policy posted at http://www.sprint.com/legal/agreement.html, as reasonably amended from time to time by Service Provider.

B. Abuse and Fraud. The Subscribing Entity will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Service Provider's or another's use of the Service Provider network. The Subscribing Entity will promptly cooperate with Service Provider to prevent third parties from gaining unauthorized access to the Products and Services via the Subscribing Entity's facilities.

C. Traffic Pumping/Access Stimulation. If the Subscribing Entity's traffic patterns, routing protocols or network configuration generate access costs to Service Provider that meet or exceed the revenues received from the Subscribing Entity, Service Provider reserves the right, upon notice to the Subscribing Entity, to suspend or terminate Services to the Subscribing Entity. Subscribing Entity will be liable for charges incurred prior to termination, including any adjusted access charges.

D. Permits, Licenses and Consents. The Subscribing Entity will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of the Products and Services. This provision does not include permits, licenses, or consents related to Service Provider's general qualification to conduct business.

E. Resale Prohibited. The Subscribing Entity may not resell or lease wireline Products or Services under this Agreement. Notwithstanding the foregoing, the Subscribing Entity may participate in the Sprint Wireless Recycling Program as long as it does not violate any State or local government policies.

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3.12 Effects of Termination.

If, before the end of the Term, Service Provider terminates a TSR Order or the Agreement due to the Subscribing Entity's material breach, the Subscribing Entity will repay Service Provider a pro rata portion of all credits issued, installation charges or initialization fees waived, and Service Provider's up-front expenses in providing Products and Services that may have been amortized over the entire Term, based upon the number of months remaining in the TSR Order Term at the time of termination. This provision does not apply to service level credits issued for Service outages.

3.13 Definitions.

A. "Agents" means one who is authorized to act on behalf of another.

B. "Demarcation Point" means the point of interconnection between the local access provider's telecommunications facilities and the terminal equipment, protective apparatus or wiring at a Subscribing Entity's premise. The Demarcation Point is an established location agreed upon by the local access provider and Subscribing Entity.

C. "MRC" means monthly recurring charge.

D. "NRC" means non-recurring charge.

E. "NPA-NXX" includes successor NPA-NXXs due to introduction of a new area code.

F. "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges. Unless defined otherwise in this Service Attachment, the Term begins on the Commencement Date.

G. "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.

H. "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.

I. "Product(s)" includes equipment, hardware, software, cabling or other materials sold to the Subscribing Entity by or through Service Provider as a separate item from, or bundled with, a Service.

J. "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.

K. "Rates and Conditions Website" means the website found at http://www.sprint.com/ratesandconditions/.

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L. "Schedule(s)" are the terms and conditions governing Service Provider's provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the Federal Communications Commission ("FCC"). Schedules are posted on the Rates and Conditions Website.

M. "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to the Subscribing Entity by or through Service Provider under this Agreement, excluding Products.

N. "Tariffs" means the Service Provider, competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Service Provider entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.

Billing Conversion Plan
The Sprint Local Account Support Team will work with Sprint's Specialized Billing Group and Special Pricing Group to ensure existing Subscribing Entities receive the rates as outlined in this Service Attachment.

Reporting
The Service Provider agrees to provide to the State, at no charge, a quarterly report of current State government users, any additions or deletions during the preceding quarter within that group of users by user name and access number, total minutes of use for all users, and total cost for all users. The quarterly report, which shall be the format provided in Microsoft Excel, must include the total cost of long distance service for each month during the quarter. If a Subscribing Entity is extended services under this Service Attachment, the Service Provider agrees to include such Subscribing Entity in the quarterly report by providing number of devices; devices by type and monthly spend per Subscribing Entity at the billing account level ("Account Information"). By purchasing under this Service Attachment, the Subscribing Entities agree to allow Contract to provide the State with Account Information.

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

SIGNATURE PAGE TO FOLLOW

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SPRINT SOLUTIONS, INC.	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
Signature	Signature
Michaela Clairmonte	Stuart R. Davis
Printed Name	Printed Name
Manager, Contract Negotiations & Management	State CIO / Asst. Director
Title	Title
March 14, 2012	3-15-2012
Date	Effective Date
47-0882463	
Federal Tax ID	

Sprint — Approved as to Legal Form
HRF for MB
14 Mar 12

APPROVED
P&CA
DB/PJM
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