

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

This is a Service Attachment to the Master Services Agreement effective \_\_\_\_\_, 2009, ("Agreement"), between The Department of Administrative Services ("DAS") on behalf of the State of Ohio ("the State"), and ValTech Communications, LLC ("ValTech" or "Service Provider") jointly referred hereto as ("the Parties").

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

WHEREAS, the above named Parties desire to execute this Service Attachment to said Agreement.

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

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

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

**VALTECH  
COMMUNICATIONS, LLC**



Signature

Adam Gerardi

Printed Name

President

Title



Date

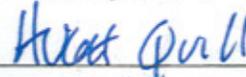
43-203695

Federal Tax ID

**STATE OF OHIO, DAS**



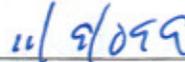
Signature



Printed Name



Title



Effective Date

## TABLE OF CONTENTS

<b>1</b>	<b>Service Overview</b> .....	1
<b>2</b>	<b>Description of Services</b> .....	1
<b>3</b>	<b>Standard Service Features</b> .....	2
<b>4</b>	<b>Optional Service Features</b> .....	3
4.1	ValTech Feature Pack 2 .....	3
4.2	ValTech Feature Pack 3 .....	3
4.3	Additional Service Features .....	3
<b>5</b>	<b>Fee Structure</b> .....	4
5.1	Pricing - Standard Service.....	4
5.2	Pricing - Optional Service Features .....	4
<b>6</b>	<b>Service Specific Terms and Conditions</b> .....	5
6.1	Service Availability.....	5
6.2	Warranty.....	5
6.3	Customer Premises Equipment .....	5
6.4	Cooperation with Law Enforcement .....	5
6.5	Line Ownership / Portability.....	5
<b>7</b>	<b>Cost Recovery Fee</b> .....	6
<b>8</b>	<b>Reporting Requirements</b> .....	7
8.1	Monthly Expenditure Report.....	7
8.2	Quarterly Inventory Report.....	8
<b>9</b>	<b>Appendix 1 – Territory “V” Map</b> .....	9
<b>10</b>	<b>Appendix 2 – Territory “E” Map</b> .....	10

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

**1 Service Overview**

ValTech is a registered Competitive Local Exchange Carrier ("CLEC") that will provide the State with additional options for telecommunication services in areas of the State typically limited to an existing Incumbent Local Exchange Carrier. ("ILEC") The traditional ILEC approach has been to offer many similar voice service options (Such as Plain Old Telephone Service ("POTS"), Key Lines, Centrex, etc.) which have different pricing structures and additional charges, making it difficult for the customer to understand if they are receiving the correct service for their business needs. The ValTech approach is to provide a single bundled voice service option that includes many standard features, as described in Section 3, at a low flat rate and to include many of the fees or additional charges that the ILEC's pass along to the customer as an additional charge.

This Service Attachment will provide the Subscribing Entity(s) with the ability to purchase Voice Services from ValTech in the designated service territories identified in the maps as Territory "V" located in Appendix 1 and Territory "E" located in Appendix 2.

**2 Description of Services**

The Voice Services available under this Service Attachment are a Feature Rich, Central Office ("CO") based service similar to a Centrex service. This service is designed for the Subscribing Entity that requires the functionality and features of a Key or Private Branch Exchange ("PBX") system, but without the cost of purchasing and maintaining the equipment.

The Services will be provisioned through ValTech and delivered in the following territories:

**Territory "V"**

- For all areas as depicted in the PUCO territory map located in Appendix 2.

**Territory "E"**

- Due to the complex pricing structure for this territory, ValTech will be offering flat rate pricing for the following cities: Defiance, Lima, Madisonburg, Mansfield, Mason, Moline, South Lebanon, Rittman, Warren, Waterville, Woodland.
- For the other cities depicted in the PUCO territory map located in Appendix 3, ValTech will provide quotes for service on a case-by-case basis until they are added to this Service Attachment by Amendment.

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

**3 Standard Service Features**

The Subscribing Entity(s) will receive the following features and benefits as part of the standard service fee in both Territory "V" and Territory "E".

- ValTech Feature Pack 1
- Unlimited Local Usage
- The following charges will be included:
  - Interstate Access Charge
  - Access Recovery Charge
  - 911 Charge

The following table provides a list and short description of the features that are included in ValTech Feature Pack 1.

<b>Feature</b>	<b>Description</b>
Call Forwarding Variable	Redirect incoming calls to another station or an outside number.
Call Forward Busy	Redirect incoming calls to another station if the line is busy.
Call Forward No Answer	Redirect incoming calls to another station if the line is not answered.
Select Call Forwarding	Allows the user to redirect an incoming call to a selected number.
3-way Calling	Allows three parties to be conferenced together on the same call.
Call Wait 'n' See	Notifies the user that they have another incoming call.
Cancel Call Waiting	Cancel the Call Waiting feature for the duration of a single call.
Speed Dial 8	Allows the user to store phone numbers that are frequently called using one digit numbers from 2 to 9.
Speed Dial 30	Allows the user to store phone numbers that are frequently called using 2 digit numbers from 20 to 49
Camp on / Busy Number Redial	Automatically store and redial the last number you dialed. (If you reach a busy number, activate Busy Redial and it will monitor the number you called and ring you back when the number is available.)
Last Number / Saved Number Redial	Allows the user to redial the last number called
Distinctive Ring	Provides for distinctive different rings at the called station to distinguish between a direct inward dialed call and an intra-group call.
*69 Auto Callback	Allows the user to call back the last caller.
Priority Call	Provides a distinctive ring tone for up to 6 numbers.
Incoming Call Block	Allows the user to block incoming calls from specified phone numbers.
Do Not Disturb	Prevents some or all incoming calls from ringing on the phone
Anonymous Call Block	Allows the user to reject calls from callers who prevent their names and telephone numbers from being displayed on Caller ID.
Caller ID Block	Allows the user to block their number when placing a call
Toll Restriction	Blocks the completion of long distance calls.

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

Note: The following feature is only standard in Territory E.

Hunting	Allows a call to be routed to another telephone number when the called station is busy
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#### **4 Optional Service Features**

This Section provides a list and short description for the optional service features that will be available to the Subscribing Entity(s) for an additional monthly fee in both Territory "V" and Territory "E".

##### **4.1 ValTech Feature Pack 2**

ValTech Feature Pack 2 will include the following features:

- Everything contained in ValTech Feature Pack 1.
- Hunting - Allows a call to be routed to another telephone number when the called station is busy.
- Caller ID Name and Number – Displays the caller name and number for an incoming call.

##### **4.2 ValTech Feature Pack 3**

ValTech Feature Pack 3 will include the following features:

- Everything contained in ValTech Feature Pack 1.
- Everything contained in ValTech Feature Pack 2.
- Voicemail - C.O. Based.

##### **4.3 Additional Service Features**

The following Service Features will be available in both Territory "V" and Territory "E":

- Unlimited Long Distance Bundle per line
- Demarc Extension Service
- General Service Work
- MACD – Moves, Adds, Changes, and Deletes

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

**5 Fee Structure**

This Section provides pricing information for both the Standard Service and Optional Service Features in both Territory V and Territory E.

**5.1 Pricing - Standard Service**

The per line cost for the Standard Service is as follows:

- Territory "V" - \$28.75/month
- Territory "E" - \$53.04/month

Note: As indicated in Section 2 of this Service Attachment, ValTech will provide quotes for any city not listed in Territory "E" on a case-by-case basis until they are added to this Service Attachment by Amendment.

**5.2 Pricing - Optional Service Features**

The following table provides the cost for the Optional Service Features.

	<b>Territory "V"</b>	<b>Territory "E"</b>
Feature Pack 2	\$2.50/month	\$7.50/month
Feature Pack 3	\$7.50/month	\$7.50/month
Unlimited LD Bundle	\$15.00/month	\$15.00/month
Demarc Extension	\$90/hour	\$90/hour
General Service Work	\$90/hour	\$90/hour
MACD Fees	\$50/each	\$50/each

Any other feature or service not identified in this Service Attachment will be billed at or below the applicable tariff rate.

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

**6 Service Specific Terms and Conditions**

**6.1 Service Availability**

ValTech offers all Services subject to availability and has the right to reject a TSR submitted by the Subscribing Entity(s).

**6.2 Warranty**

Valtech makes no warranty, either expressed or implied, as to its facilities, the service, or any equipment, including without limitation, warranties of merchantability or fitness for a particular use or purpose, or that any service will be uninterrupted or error-free.

**6.3 Customer Premises Equipment**

ValTech reserves the right to deliver the Services using such technology or combination of technologies as it chooses from time to time and Customer acknowledges that the delivery of the Services over certain technologies may require the installation of Customer Premises Equipment ("CPE") provided by ValTech. All CPE provided by ValTech will, at all times, remain the property of ValTech Communications.

**6.4 Cooperation with Law Enforcement**

ValTech may cooperate with law enforcement organizations that have lawfully requested pursuant to a valid subpoena or court order (i) trap and traces, pen registers, wire taps and similar call intercept methods, and (ii) information regarding Customer or any end user of Customer and provide such organizations with any information requested, including, but not limited to, names, email addresses, mailing or contact addresses, IP addresses, telephone numbers, call detail records, or call content.

**6.5 Line Ownership / Portability**

The allocation of a billing telephone number to the Subscribing Entity does not create a property right therein and the Subscribing Entity has no right to assign, sell or otherwise transfer any telephone number to another person or entity. The foregoing restriction does not, however, restrict the ability of the Subscribing Entity to port an assigned number to another service provider of its choice. The TSR order authorizes ValTech to obtain Customer Service Record ("CSR") information as required.

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

**7 Cost Recovery Fee**

In accordance with the ValTech Master Services Agreement, a 2% Cost Recovery Fee will be paid to the State for all services provided under this Service Attachment.

The Quarterly Cost Recovery Activity Report will include the following information for each month of the quarter and a grand total for the quarter.

- Total Line Charges
- Total ValTech Feature Pack 2
- Total ValTech Feature Pack 3
- Total Long Distance Bundle
- Total Demarc Extension
- Total General Service Work
- MACD Charges
- Grand Total
- Cost Recovery Amount

ValTech and the State will mutually agree upon an electronic file format for reporting details.

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

**8 Reporting Requirements**

This Section provides a description of the reports required from a state level perspective by DAS, which includes Monthly Expenditure and Quarterly Inventory reports. Reports shall be submitted to DAS in an electronic format within a month of the ending period of the report. Information on reporting options available to the Subscribing Entity(s) may be obtained from the account team.

**8.1 Monthly Expenditure Report**

To facilitate reporting continuity, all services purchased under this Service Attachment will be put on the same month end billing cycle. Reports will be provided to the state on a monthly basis for each service provided hereunder. At a minimum, these reports will contain totals for the following data elements:

- Monthly Recurring Charges for all services and features listed in this Service Attachment
- Non Recurring Charges
- Taxes, Surcharges, and Governmental Fees (As applicable)
- Credits
- Grand Total Expenditure

This information will then be recapped in the following reporting hierarchy:

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

**SERVICE ATTACHMENT 1  
TO THE  
MASTER SERVICES AGREEMENT  
VOICE SERVICES**

**8.2 Quarterly Inventory Report**

The Service Provider will provide the Office of Information Technology with an inventory of all active services purchased under this Service Attachment for the quarter. At a minimum, this report will contain totals for the following data elements:

- Master Account Number
- Subscribing Entity Account Number
- Subscribing Entity Name
- Begin Service Date
- End Service Date
- Circuit Count by Total by Subscribing Entity

ValTech and the State will mutually agree upon an electronic file format for reporting details.



