

**Cincinnati Bell Technology Solutions, Inc.
Master Cloud Services Agreement
Amendment 5**

This Amendment to the Master Cloud Services Agreement (MCSA0003), is between Cincinnati Bell Technology Solutions, Inc. ("Service Provider) having an office at 4600 Montgomery Road, Cincinnati, Ohio 45212-2600, and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement between the Parties dated January 18, 2012.

Purpose. The Amendment is being executed to add the following:

1. Dealers and Distributors provisions as a subsection to Section 1.2 Relationship of Parties and Subscribing Entity(s) of the Master Cloud Services Agreement, and
2. The addition of Emerging Technology Integrators, LTD as a dealer on the CBTS Master Cloud Services Agreement.

1.2.1 Dealers and Distributors.

The State authorizes the Service Provider to name one or more dealers to work with the State on behalf of the Service Provider. But if the Service Provider decides to use any dealers, the Service Provider must submit the name, principal business address, addresses for Orders and for payments, and telephone number. The Service Provider also must submit a completed W9 form for each dealer it wishes to name under this section. The Service Provider's submission must be on its official letterhead, signed by an authorized representative, and addressed to the address listed here:

Ohio Department of Administrative Services
Office of Information Technology
Enterprise IT Contracting
30 E. Broad Street, 39th Floor
Columbus, Ohio 43215

In doing so, the Service Provider warrants that:

- i. The Service Provider has provided the dealer with a copy of this Agreement, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Agreement.
- ii. Such agreement specifically provides that it is for the benefit of the State as well as the Service Provider.
- iii. The Service Provider will remain liable under this Agreement for the Services of its dealers and will remedy any breach of any of its dealers under this Agreement.
- iv. Payments under this Agreement for the Services of any dealer may be made directly to that dealer, and the Service Provider will look solely to the dealer for any payments due to the Service Provider once the State has paid the dealer.
- v. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the Agreement required under this section with the Service Provider, the Service Provider will indemnify the State for such liability.

If the Service Provider wants to designate a dealer that will not receive payments (a "distributor"), the Service Provider may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created certification programs for Minority Business Enterprises (MBEs) and to Encourage Diversity Growth and Equity (EDGE) in State contracting.

Addition of Dealer / Distributor. The Service Provider is adding Emerging Technology Integrators, LTD to the MCSA agreement with the State of Ohio as a dealer per Subsection 1.2.1 Dealers and Distributors, of the MCSA.

Dealer Information:

Name: Emerging Technology Integrators, LTD
Principal Business Address: 172 East State Street
Suite 550
Columbus, OH 43215

Address for Orders and Payments:
172 East State Street
Suite 550
Columbus, OH 43215

Telephone Number: (614) 437-4582

Authorization of Distributor: Attached
Distributor's Acceptance: Attached

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

**CINCINNATI BELL TECHNOLOGY
SOLUTIONS, INC.**

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



Signature



Signature

Timothy J. Lonswey

Printed Name

Robert Blair

Printed Name

SLED Director

Title

Director

Title

28 Jan 2016

Date

2.9.16

Effective Date


Federal Tax ID

1/13/2016

Mr. Eric Glenn
Department of Administrative Services
Office of Information Technology
Enterprise Information Technology Contracting
30 East Broad Street, 39th Floor
Columbus, OH 43215

Subject: Authorization of Distributor

Dear Mr. Glenn:

Cincinnati Bell Technology Solutions Inc. hereby names Emerging Technology Integrators, LTD as its authorized distributor for purposes of Master Cloud Services Agreement ("MCSA") contract number MCSA0003. By signing this letter, Cincinnati Bell Technology Solutions Inc. authorizes Emerging Technology Integrators, LTD. to offer the products and services listed on our MCSA contract to the State of Ohio under the terms and conditions of our MCSA contract.

If Emerging Technology Integrators, LTD fails to perform its obligations under our MCSA contract, Cincinnati Bell Technology Solutions Inc. agrees to perform in place of Emerging Technology Integrators, LTD and assume the obligations of Emerging Technology Integrators, LTD to the State under our MCSA contract.

If Cincinnati Bell Technology Solutions Inc. withdraws its authorization to Emerging Technology Integrators, LTD to offer the products or services listed on our MCSA contract, Cincinnati Bell Technology Solutions Inc. must notify the Department of Administrative Services, Office of Information Technology, in writing. Further, Cincinnati Bell Technology Solutions Inc. agrees that the authorization of Emerging Technology Integrators, LTD in this letter will remain effective until the Department of Administrative Services, Office of Information Technology, receives written notification that Cincinnati Bell Technology Solutions Inc. has withdrawn its authorization to Emerging Technology Integrators, LTD or until our MCSA contract ends. Emerging Technology Integrators, LTD is authorized to receive payments for products and services.

If the State has any questions concerning this matter, please contact Tim Lonsway at 614-806-0038, Tim.Lonsway@cbts.net.

Sincerely,



Tim Lonsway, Regional Director

cc: Emerging Technology Integrators, LTD





emerging technology integrators



1/12/2016

Mr. Eric Glenn
Department of Administrative Services
Office of Information Technology
Enterprise Information Technology Contracting
30 East Broad Street, 39th Floor
Columbus, OH 43215

Subject: Addition of Emerging Technology Integrators, LTD. to Cincinnati Bell Technology Solutions Inc.
MCSA Contract

Dear Mr. Glenn:

Emerging Technology Integrators, LTD. offers to do business with the State of Ohio (the "State") under the terms and conditions of Master Cloud Services Agreement Contract Number MCSA0003 in accordance with the authorization letter from Cincinnati Bell Technology Solutions Inc. to the State, dated 1/12/2016 a copy of which is attached to this letter. Willie Jordan will be Emerging Technology Integrators, LTD. contact. His/her office address is 172 East State Street Suite 550 Columbus, OH 43215, his/her telephone number is [(614) 437-4582 and e-mail address is wjordan@eti-ltd.com. Purchase orders to Emerging Technology Integrators, LTD. should be sent to the following address:

Emerging Technology Integrators, LTD
172 East State Street, Suite 550
Columbus, OH 43215
wjordan@eti-ltd.com

Invoices from Emerging Technology Integrators, LTD. will be sent to the State from the following address:

Emerging Technology Integrators, LTD
172 East State Street, Suite 550
Columbus, OH 43215

Emerging Technology Integrators, LTD. Tax Identification Number is 81-0617093
Emerging Technology Integrators, LTD. DUNS Number is 196252766

Emerging Technology Integrators, LTD. agrees to be bound by all terms, conditions, and pricing set in Cincinnati Bell Technology Solutions Inc. MCSA contract. Emerging Technology Integrators, LTD. also agrees not to offer products or services to the State under that MCSA contract that are not authorized by Cincinnati Bell Technology Solutions Inc. in the attached authorization letter. If Cincinnati Bell Technology Solutions Inc. subsequently withdraws its authorization to Emerging Technology Integrators, LTD. to offer products or services under its MCSA contract, Emerging Technology Integrators, LTD. may no longer accept orders under that MCSA contract and agrees that the State may terminate the MCSA contract as to Emerging Technology Integrators, LTD. If Emerging Technology Integrators, LTD. fails to comply with this paragraph, Emerging Technology Integrators, LTD. agrees that the State will be entitled to pursue any legal or equitable remedies available to it.

Sincerely,

Willie Jordan
CEO/President

cc: Cincinnati Bell Technology Solutions Inc.