

**MASTER SERVICE AGREEMENT
AMENDMENT 3
BY AND BETWEEN
THE CHILLICOTHE TELEPHONE COMPANY DBA HORIZON AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Amendment, Number 3 ('Amendment') is entered into and between The Chillicothe Telephone Company dba Horizon ("Service Provider") having an office at 68 East Main Street, Chillicothe, Ohio 43601 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.

Section 1. Recitals.

1.1 WHEREAS, the Parties entered into that certain Master Service Agreement dated December 23, 2010.

1.2 NOW THEREFORE, the Parties intend to make certain changes to the Master Service Agreement as Follows"

Section 2. Cost Recovery. Section 13 of the MSA regarding cost recovery is replaced in its entirety with the language below:

The Service Provider must pay a Cost Recovery Fee to the State to cover the estimated costs the State will incur administering this Agreement and the Services offered under it.

The Cost Recovery Fee will be 2% of the total quarterly sales reported under this Agreement to all Subscribing Entities, including all State-level entities and all Cooperative Purchasing Members. The Cost Recovery Fee is included in the prices reflected on the Service Attachment and the Service Provider may not add a surcharge to orders under this contract to cover the amount of the Cost Recovery Fee. The State will generate notification to the Service Provider via email on the last day of the calendar quarter advising the Service Provider to complete a revenue reporting form provided by the State within 30 days after the close of the quarter. The State may compare the form provided by the Service Provider to information in the State's accounting system, the State's Ordering System, and other records for purposes of verifying the accuracy of the form.

- Examples of calculation of a Cost Recovery Fee:
(Log-In and Password Established for Cost Recovery Contact to Report Sales)

1) (State Entities Only Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 0	\$ 1,584	"Name of Contact"
Q2	\$ 10,392	\$ 0	\$ 208	"Name of Contact"
Q3	\$ 209,105	\$ 0	\$ 4,182	"Name of Contact"
Q4	\$ 74,970	\$ 0	\$ 1,499	"Name of Contact"

2) (State Entities and Cooperative Purchasing Member Sales Example)

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 79,193	\$ 20,963	\$ 2,003	"Name of Contact"
Q2	\$ 10,392	\$ 4,197	\$ 292	"Name of Contact"
Q3	\$ 209,105	\$ 63,210	\$ 5,446	"Name of Contact"
Q4	\$ 74,970	\$ 1,471	\$ 1,529	"Name of Contact"

- 3) (Reporting \$0 Sales to both State Entities and Cooperative Purchasing Members)
 Note: Reporting still required although sales reported for quarter - \$0

FY14				
Quarter	Revenue State Agencies	Revenue Local Governments	Revenue Share Due	Reported by
Q1	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q2	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q3	\$ 0	\$ 0	\$ 0	"Name of Contact"
Q4	\$ 0	\$ 0	\$ 0	"Name of Contact"

The Service Provider must remit to the State the 2% Cost Recovery Fee within 30 days of receipt of the notice from the State by check to the State of Ohio, Office of Information Technology. The check must be made payable to the Treasurer, State of Ohio, and must be sent to the State at the following address:

**Department of Administrative Services
 L-3686
 Columbus, OH 43260-3686**

The State will direct the Service Provider to the State's in-house reporting system to enter all reporting information to include applicable Subscribing Entity sales. To ensure that the payment is credited properly, the Service Provider must identify the check as a State of Ohio Cost Recovery Fee and reference this Master Service Agreement and the supporting Cost Recovery Report. Credit of the Cost Recovery Fee will begin in the month of execution of this Agreement.

If the full payment of the Cost Recovery fee is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may offset any unpaid cost recovery from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of Cost Recovery. Additionally if the Contractor fails to pay the Cost Recovery in a timely manner, the failure will be considered a breach of this Contract, and the State may terminate this Contract for cause and seek damages to the full extent of applicable Ohio law.

Section 4. Notices. Section 14 regarding address for processing of all notices is revised to change the notice address for the State to the following:

Department of Administrative Services
Office of Information Technology
Enterprise Information Technology Contracts
30 East Broad Street, 39th Floor
Columbus, Ohio 43215
Attn: Enterprise IT Contracts Administrator

Section 5. Add IRS 1075 Technology Services. In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows:

Service Provider and the State agree that both parties shall review the IRS 1075 Technology Services provisions annually and will update the agreement to include any necessary language if applicable.

Section 6. Add Registration with the Secretary of State. In consideration of the mutual promises and obligations contained in the Agreement and this Amendment, the parties agree to add language to the Agreement as follows:

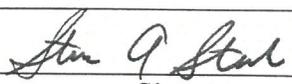
By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attest that the Contractor is:

- An Ohio corporation that is properly registered with the Ohio Secretary of State; or
- A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

Signatures on Following Page

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

THE CHILLICOTHE TELEPHONE COMPANY dba HORIZON TELCOM	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
	
Signature	Signature
Steve A. Steele	Robert Blair/srd
Printed Name	Printed Name
COO	DAS Director Assistant Director/State CIO
Title	Title
7-12-2016	7/22/16
Date	Effective Date
Federal Tax ID	31-4147310