

Service Attachment #1

This Service Attachment (the "Service Attachment"), is between The Chillicothe Telephone Company d/b/a Horizon ("Service Provider") having an office at 68 E. Main Street Chillicothe, Ohio, 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 it is effective as of the date signed by the State. It amends the Master Services Agreement between the Parties dated December 23, 2010.

Service Overview

Horizon has constructed a state of the art fiber optic network in Ohio and will provide Ethernet Advanced Data services including Point-to-Point, Point-to-Multi Point, and Internet access.

Description of Service

Horizon's Ethernet service is a fiber based service that will transparently connect subscribing entities local area networks (LAN's). The handoff to the subscribing entity(s) will be a 10/100 Mbps or 1 Gbps Ethernet Interface.

Nonrecurring Construction Fee

A nonrecurring construction fee may apply if the subscribing entity is not near Horizon's backbone fiber, Point of Presence, or if spare capacity does not exist to provide the requested service. Construction costs shall be paid upon completion as a nonrecurring charge. Horizon will provide a service quote to the subscribing entity detailing if a nonrecurring construction fee applies. Special service requests, such as, power redundancy, equipment redundancy, dual entrance access, and fiber route redundancy, will be quoted on an Individual Case Basis (ICB). For state owned facilities subscribing entities must follow appropriate state policies and practices. Please contact your account executive for pricing.

Fee Structure

Vendor is providing the following pricing to deliver a point-to-point dedicated circuit from point A to point B. Pricing is dependent upon the amount of bandwidth ordered as well as the term of the circuit order. Circuit pricing includes the necessary inside construction and dmarc extension cost to deliver the service from the outside of the building to the mutually agreed upon inside location.

Point to Point Fiber Service									**Internet Add-On	
Speed	Nonrecurring Installation Fee	Nonrecurring Construction Fee	MRC 12 month term	MRC 24 month term	MRC 36 month term	MRC 48 month term	MRC 60 month term	Price Per Meg	Internet Total	
5 Mbps	\$500	*ICB	\$ 506	\$ 473	\$ 440	\$ 420	\$ 400	\$ 25	\$ 250	
10 Mbps	\$500	*ICB	\$ 696	\$ 650	\$ 605	\$ 578	\$ 550	\$ 25	\$ 250	
20 Mbps	\$500	*ICB	\$ 822	\$ 769	\$ 715	\$ 683	\$ 650	\$ 25	\$ 500	
30 Mbps	\$500	*ICB	\$ 917	\$ 857	\$ 798	\$ 761	\$ 725	\$ 25	\$ 750	
40 Mbps	\$500	*ICB	\$ 1,012	\$ 946	\$ 880	\$ 840	\$ 800	\$ 25	\$ 1,000	
50 Mbps	\$500	*ICB	\$ 1,188	\$ 1,089	\$ 990	\$ 945	\$ 900	\$ 25	\$ 1,250	
100 Mbps	\$500	*ICB	\$ 1,320	\$ 1,210	\$ 1,100	\$ 1,050	\$ 1,000	\$ 20	\$ 2,000	
500 Mbps	\$500	*ICB	\$ 1,980	\$ 1,815	\$ 1,650	\$ 1,575	\$ 1,500	\$ 20	\$ 10,000	
1 Gbps	\$500	*ICB	\$ 3,300	\$ 3,025	\$ 2,750	\$ 2,625	\$ 2,500	\$ 15	\$ 15,000	

*Individual Case Basis

**Only available to subscribing entities as allowed by State policies and practices.

Termination & Expiration

Upon the termination or expiration of the service term: (a) Horizon's obligations hereunder shall cease; (b) Subscribing Entity(s) shall pay all amounts due and owing to Horizon for Service delivered prior to the date of termination or expiration; and (c) Subscribing Entity(s) shall permit Horizon to remove, the equipment in the same condition as when received, ordinary wear and tear accepted. Subscribing Entity(s) shall be responsible for reimbursing Horizon for the repair or replacement, at Horizon's discretion, of any equipment not returned or damaged in accordance with this section. In addition, upon early termination of an order by Subscribing Entity(s) for any reason, Subscribing Entity(s) shall pay Horizon any unpaid portion of the installation fee set forth in the applicable order(s), and at Horizon's discretion, (1) pay Horizon a termination fee equal to 50% of the Service charges that would have been due for the remainder of the initial term or the then-current renewal term and (2) reimburse Horizon for all unpaid construction costs upfront in anticipation of full performance of Subscribing Entity's obligations, as applicable.

Subscribing Entity Responsibility

The service will be terminated on a Horizon-owned rack mountable device for Subscribing Entity(s) interface. It will be the Subscribing Entity's responsibility to provide 2 RU of rack space or floor space for Horizon to place equipment in a rack, AC or DC power, and physical security of the equipment. Subscribing Entity(s) shall provide adequate access for Horizon maintenance personnel to Horizon's equipment in order for Horizon to maintain service.

Subscribing Entity(s) shall maintain throughout the term of this agreement such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, Horizon personnel to install, deliver, operate and maintain the Service— at Subscribing Entity's facilities. Subscribing Entity(s) shall use reasonable efforts to permit Horizon to access the Subscribing Entity(s) or Subscribing Entity's end user facilities at reasonable times as needed to install, configure, upgrade, maintain or remove the Equipment and other service components located at Subscribing Entity's facilities. Subscribing Entity(s) shall make and maintain throughout the term all site preparations necessary to permit the installation, maintenance, and operation of the Service and any equipment as specified by Horizon. Provided that Subscribing Entity(s) properly performs all necessary site preparation and provides Horizon with all required consents, Horizon shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. Horizon shall

provide Subscribing Entity(s) with a completion notice ("Completion Notice") upon completion of the installation of the Service. Subscribing Entity(s) shall have five (5) days after receipt of the Completion Notice to test ("Acceptance Period") and provide Horizon notice accepting or rejecting the Service. If Subscribing Entity(s) determines during the Acceptance Period that the Service is not operating in conformity with Horizon's service specifications, Subscribing Entity(s) shall immediately notify Horizon (specifying in reasonable detail the defect or failure of the Service). In the event that Subscribing Entity(s) notifies Horizon in writing that the Service is unacceptable, Horizon shall, within thirty (30) days following receipt of such notice, remedy the Service and re-deliver such Service to Subscribing Entity(s). The foregoing process shall continue until the Service shall have been accepted in writing by Subscribing Entity(s) or three attempts have been made by Horizon without the Service complying with Horizon's service specifications. If Subscribing Entity(s) fails to notify Horizon of its acceptance or rejection of the Completion Notice within 5 Calendar days, Subscribing Entity(s) shall be deemed to have accepted such Service. Interconnection of the Service and equipment with Subscribing Entity's equipment will be performed by Subscribing Entity(s). Subscribing Entity's sole and exclusive remedy for Horizon's failure to provide Service as set forth above shall be to terminate the service order without liability to either party

Product Quality Commitment

Horizon is committed to providing premier levels of product availability and support to our Subscribing Entity(s) through the delivery of carrier class products and the highest quality support services possible. Support is provided through our highly trained local staff and a service response unit that ensures near immediate contact intervals with knowledgeable maintenance support teams. Our Commitment to Subscribing Entity(s) Service is specified in the Performance Guarantee Section including Commitments for Failure to Meet Performance Guarantees and Contracted Service Solutions.

Performance Guarantees

Availability - Horizon guarantees availability of each contracted service, at 99.99%, which is measured in total over the established monthly billing interval. Scheduled maintenance outages within the defined maintenance window are excluded from this calculation.

Latency – Latency is guaranteed to be 50 ms or less as measured hourly and totaled over the established monthly billing interval for each contracted service.

Maximum Jitter -Also known as delay variation, Jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream (in milliseconds). The target jitter metric is less than 30ms.

Scheduled Maintenance Activity – Maintenance activity will be performed during a window generally defined as 12am to 6am or as specified by Horizon. While it is our intention to perform necessary maintenance according to the Subscribing Entity(s) schedule, situations may arise periodically that require maintenance to be scheduled around the availability of third party vendors. In those cases we will work with the Subscribing Entity(s) to develop a mutually agreeable time for maintenance.

Commitment for Failure to Meet Performance Guarantees

Upon request, Horizon will provide a monthly performance report along with the monthly invoice that details availability, latency and maintenance activities. If the result of this data indicates that a credit is due, this will be included in your invoice.

1. Availability: Horizon will credit for unplanned service outages. Credit will be equal to a prorated amount of Billing Entity's monthly invoice based on the length of the outage.
2. The calculation for Network Availability for a given calendar month is as follows:
 - a. [24 hours x days in month x 60 minutes x number of affected sites]
 - b. Subtract network outage time [measured in minutes]
 - c. Divide by [24 hours x days in month x 60 minutes x number of affected sites]
3. Latency: Horizon will credit one week of service for Latency that is greater than a 50 ms average monthly rate as measured hourly over the established monthly billing interval.

Chronic Problem Resolution:

Horizon defines a chronic problem as a unplanned service outage that occurs 3 times or more in any twelve-month period. As an ILEC, Horizon operates its networks at a "five nines" level of availability. Virtually every piece of electronics in the network has diagnostic, alarm and reporting systems that provide a constant stream of data to the NOC servers. When network performance metrics fall below our established acceptable range (well above any SLA obligations), notifications are issued immediately, not only in the NOC, but to the appropriate service provider technicians and management personnel. If such concerns cannot be addressed immediately, we quickly assemble a team of appropriate personnel, including vendors as necessary, to identify the problem and then implement the resolution. If a chronic problem occurs, in addition to the credits due as outlined in this agreement, the Subscribing Entity may terminate service with 30 days notice without penalty. A service affecting condition must be reported to Horizon as soon as known. Horizon shall create a trouble ticket to document each problem separately and track resolution.

Billing Conversion Plan –The Service Provider agrees to honor the rates of this service attachment with existing eligible Subscribing Entities so long as the existing Subscribing Entities fulfill the terms of existing service contracts.

Cost Recovery

The Service Provider will establish a State of Ohio Cost Recovery Fee Account. The Cost Recovery Fee will be an additional charge to the subscribing entity and calculated by multiplying Two Percent (2%) times the total dollar amount of services invoiced.

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

THE CHILlicoTHE
TELEPHONE COMPANY

STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE
SERVICES

Steve A Steele

Signature

Stuart R Davis

Signature

Steve A Steele

Printed Name

Stuart R. Davis

Printed Name

VP Sales

Title

State Chief Information Officer / Asst Director

Title

3-20-2012

Date

5/14/12

Effective Date

31-4147310

Federal Tax ID